

COLLECTIVE AGREEMENT

BETWEEN

MOUNT SAINT VINCENT UNIVERSITY

AND

**NOVA SCOTIA GOVERNMENT AND
GENERAL EMPLOYEES UNION**

July 1, 2018 to June 30, 2021

NSGEU LOCAL 81

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Article 1 - Definitions

1.1 For the purposes of this Agreement:

- a. "Union" means the Nova Scotia Government and General Employees Union.
- b. "Employer" or "University" means Mount Saint Vincent University.
- c. "Employee" means a person employed within the bargaining unit as defined in Appendix A and who falls within one of the following groups:
 - i. A "probationary Employee" is one who has been hired to occupy a full-time, part-time or sessional position within the bargaining unit and has not successfully completed the probationary period.
 - ii. A "full-time" Employee is one who is employed to work at least 35 hours per week as referenced in the Hours of Work Article of this Agreement.
 - iii. A "part-time" Employee is one who is employed to work less than 35 hours per week as referenced in the Hours of Work Article of this Agreement.
 - iv. "Sessional" means an Employee who works full-time or part-time hours for less than twelve (12) months each year. The non-working period each year is viewed as a temporary lay-off. A mutually agreed condition of employment provides assurance of resumption of work in the same position.
 - v. A "term" Employee is one who is hired for a specific project, the duration of which will not exceed two (2) years. A term Employee shall be covered by all provisions of this Collective Agreement with the exception of the following articles:

Article 15 - Lay-off, Recall

Article 26 - Injury on Duty

Article 28 – Pregnancy and Parental Leave (Sub-Plan only)

Article 31 - Leave of Absence Without Pay

Article 32 - Ongoing Education and Training

The eligibility rules for the University pension plan and benefit plan will apply where appropriate.

- d. A "temporary" Employee is one who is hired for the purpose of filling a temporary vacancy resulting from the leave of absence of a full-time, part-time, or sessional Employee provided the period of employment does not exceed eight (8) months, or in the case of a pregnancy or parental leave twelve (12) months. The parties agree that extensions up to twenty-four (24) months may be granted, if necessary, upon mutual agreement. Temporary Employees are not included in the Bargaining Unit, except that bargaining unit employees assigned as per Article 18 Re-Assignment, will retain their status in the bargaining unit.

- e. "Service" means the total, continuous, compensated employment with the Employer from the most recent date of hire.
- f. "Partner/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 a minimum of one year.
- g. "Day" means a working day unless specified otherwise.
- h. "Emergency" means not reasonable, foreseeable, and out of the ordinary.
- i. "Probationary period" means the first eighty-five (85) working days' employment of an Employee covered by the terms of this Agreement.
- j. "Seniority" means the length of an Employee's continuous service within the bargaining unit, calculated from the most recent date of hire.
- k. "Calendar Month" means the first day of any given month to the end of a month where it is 28, 29 30 or 31 days.
- l. "Managing supervisor" means the first line of supervision outside of the bargaining unit.

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

Article 2 - Management Rights

- 2.1 Except to the extent expressly abridged by specific provisions of this Agreement, the University reserves and retains solely and exclusively, all its inherent rights to manage the University. It is the function of the University to manage the operation of the University and its programs, which functions include, without limiting the generality of the following:
- a. maintain order, discipline and efficiency;
 - b. hire, discharge, direct, train, classify, restructure, promote, demote, lay-off, suspend or otherwise discipline employees;
 - c. establish and enforce reasonable rules and regulations covering the conduct, duties and methods of operation of the employees, not inconsistent with the provisions of this Agreement;
 - d. set standards for evaluation and appraisal;

- e. to determine the nature and kind of business conducted by the Employer, the equipment and materials to be used, the methods and techniques of work, the contents of jobs, the schedules, the number of employees to be employed, and to generally manage the operation of the University.
- 2.2 The University shall exercise its rights in a fair and reasonable manner that is consistent with the terms of this Agreement.

Article 3 - Recognition

- 3.1 The Employer recognizes the Union as the exclusive collective bargaining agent for members of the bargaining unit as defined by the Certification Order of the Nova Scotia Labour Relations Board (#2303) dated September 8, 1976 as amended, and, effective June 19, 2009, full-time and regular part-time, Maintenance employees, with respect to all matters properly arising under the terms of this Agreement and all amendments thereto.
- 3.2 No employee within the bargaining unit shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3.3 A member of the Local executive shall be permitted to meet with all new Union members to welcome them to the University community.
- 3.4 Whenever a new position is created by the University, the University will provide written notification to the Employee Relations Officer for the N.S.G.E.U. and the Local President within thirty (30) days. Such notification will include an indication of the employee group to which the position has been assigned by the Employer. Within ten (10) days of receiving notification, the Employee Relations Officer may request further clarification or may request to meet with the University to discuss the classification of such new positions.

Either party may also request a meeting at any time to discuss inclusion/exclusion issues. A job description for the position will be provided to the Employee Relations Officer/Local President upon request.

In the event that the parties are unable to resolve any dispute in terms of inclusion/exclusion, either party may refer the matter to the Nova Scotia Labour Relations Board for resolution.

- 3.5 The Human Resources Office shall notify, in writing, the President of the Local of all new employees within ten (10) working days of their hiring or a current employee's relocation.
- 3.6 The Employer agrees to supply each employee in the bargaining unit with a copy of this Agreement as soon as possible after the signing date and also to supply one to each new employee hired thereafter. The Employer and the Union will share equally the cost of printing such Collective Agreements.

Article 4 – Workplace Diversity, No Discrimination and No Harassment

- 4.1 It is agreed that there shall be no discrimination practiced with respect to any employee by reason of age; race; colour; religion; creed; sex; sexual orientation; gender identity, gender expression; physical disability or mental disability; an irrational fear of contracting an illness or disease, ethnic, national or Indigenous origin; family status; marital status, source of income; political belief, affiliation or activity; membership or lack of membership, activity in the union; any other characteristic enumerated in the *Nova Scotia Human Rights Act*; as well as an individual having protected characteristics.
- 4.2 The Employer and the Union neither tolerate nor condone harassment nor discrimination in the workplace. Cases of alleged sexual and general harassment and/or discrimination will be dealt with in accordance with the University's current Harassment and Discrimination Policy (as of signing of this collective agreement) and may lead to immediate discharge.
- 4.3 The University and the Union agree that the provisions of the Harassment and Discrimination Policy shall be binding on the parties and acknowledge that any allegations of harassment and/or discrimination shall be dealt with in accordance with the provisions of the Harassment and Discrimination Policy.
- 4.4 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 the terms and conditions of this Collective Agreement.
- 4.5 It is understood and agreed that, notwithstanding Article 4.1 above, and consistent with the provisions of this Collective Agreement, the Employer, in accordance with the terms of the Federal Contractors Program, is committed to the hiring of women, visible minorities, Indigenous peoples, and persons with physical or mental disabilities, as well as other groups that would contribute to the diversification of the University, such as African Canadians, other racialized groups, and persons of diverse sexual orientations and gender identities and/or expressions, as per the University Employment Equity Policy dedicated to diversity and inclusion.

Article 5 - No Strikes or Lockouts

- 5.1 The Union agrees that there will be no strikes, slow downs, or other interference of any nature whatsoever, which will stop, curtail or interfere with the work during the term of this agreement. In the event of any such action taking place, the Union will instruct the employees involved to return to work and to perform their usual duties.

The University agrees that there shall be no lockouts of the employees during the term of this agreement.

- 5.2 Nor shall there be any strike or interruption of work during the term of this agreement because of any disputes or disagreements between any parties who are not signatory parties to this agreement. However, members of the bargaining unit who refuse to cross a lawful picket line established by another bargaining unit within the University do so with the understanding that the members of the bargaining unit will not be paid for any hours not worked as a result of this refusal. No disciplinary action will be taken regarding the refusal to cross a lawful picket line.

Article 6 - Union Security/Check-Off

- 6.1 No employee shall be required to join the Union as a condition of employment or as a condition to remain in the employ of the University.

All full-time, part-time and sessional employees who are members of the bargaining unit, whether or not they wish to be a member of the Union, will have to pay Union dues as levied by the Union.

- 6.2 The University will deduct from the pay of each employee covered by this Agreement, all Union dues. Such deductions shall be remitted to the Union prior to the fifteenth (15th) day of the month following the deduction. Deductions for new employees hired on or before the 15th of a month shall commence during the month of hire. Deductions for employees hired after the 15th of a month shall commence on the first pay period of the calendar month following their date of hire.
- 6.3 Dues deducted by the University shall be forwarded to the Treasurer of the Union not later than the 15th day of the next calendar month accompanied by an itemized list of names of employees and date of temporary summer lay-off of employees in the bargaining unit from whose salaries such deductions have been made. The listing will also identify any employees added or deleted from the list submitted for the previous month and the reason for the change.
- 6.4 By September 1 of each year, the University shall provide to the Union the following data for each employee; employee name, department name, date of hire, level, step, status (Full-time Equivalent/Sessional and unpaid leaves).
- 6.5 The Union shall forward to the Employer a letter of instruction authorizing any changes in deductions for members at least sixty (60) days before the Employer makes deductions.
- 6.6 The Union agrees to indemnify and save harmless the University from any liability arising from the deductions referred to in Article 6.2 above.

Article 7 – Union Representation & Time Off for Union Business

- 7.1 The Employee Relations Officer for the Union shall have access to University premises to meet with members or to discuss Union business with the Employer following notification to the Director, Human Resources or designate. Such access shall not interfere with the progress of work.
- 7.2 The University and the Union recognize the importance of the officer's and steward's role in assisting the Employer's Representative and the Union members in carrying out the provisions of the Agreement. It is, therefore, agreed that the Union may appoint officers and stewards from members of the bargaining unit.
- 7.3 It is understood that the officer's and steward's duties shall in no way conflict with their University duties. They shall be allowed reasonable time off during working hours without loss of pay to assist employees in processing grievances. This shall not be abused by either party to this Agreement. The University agrees to allow the Union Executive to meet within regular working hours without suffering loss of pay for up to one hour per month.
- 7.4 Officers or stewards will not absent themselves from their regular duties to deal with grievances without first obtaining permission from their managing supervisor. When resuming their duties, they shall report to their managing supervisor.
- 7.5 The Union agrees to keep the University informed of its current list of officers and stewards, and shall within fifteen (15) days of any change, deliver the names, addresses, and telephone numbers to the Director, Human Resources, or designate.
- 7.6 During negotiations, the University and the Union will attempt to schedule bargaining meetings during working hours so as not to disrupt the workplace. Where operational requirements permit, and on reasonable notice, the Employer shall grant leave with pay for three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer.
- 7.7 The University agrees to provide space for a monthly meeting of the Local to be held outside regular working hours.
- 7.8 The University agrees to allow all members of the Local a common meeting time over a lunch hour (either 12:00 to 1:00 p.m. or 1:00 p.m. to 2:00 p.m.) four (4) times annually to discuss union business. The University also agrees to allow all members of the Local a common meeting time over a lunch hour (either 12:00 to 1:00 p.m. or 1:00 p.m. to 2:00 p.m.) two (2) times during the period of collective bargaining for the purpose of receiving updates and consulting with the union's bargaining team.
- 7.9 The University agrees that the Local may post notices of business on mutually agreed upon bulletin boards.

- 7.10 Where operational requirements permit, and on reasonable notice, employees who have been elected to responsible positions within the Union, shall be entitled to special leave without pay for attendance at meetings or to attend courses/ conventions, provided that the employee has approval from their managing supervisor, and that such special leaves can be taken without cost to the University.
- 7.11 An employee elected or appointed as President of the Nova Scotia Government and General Employees Union shall be given a leave of absence without pay for one term (3 years) of office. During such time, the employee's seniority will be maintained but benefits will be interrupted. The employee will be entitled to be maintained in the pension plan, with the employee being responsible for both the employee and the Employer contributions. Any future terms will be through mutual agreement.

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

Article 8 - Grievance Procedure

- 8.1 For the purpose of this Agreement, a grievance is defined as a disagreement between the parties relating to the interpretation, application or administration of this Agreement or as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stopping or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures.

8.2 INFORMAL PROCEDURE

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

No grievance shall be processed through the grievance procedure which is not initiated by the Grievor within fifteen (15) working days after the incident giving rise to the grievance, except where the employee is not aware of the incident giving rise to the grievance, in which event the grievance must be initiated within fifteen (15) working days after the affected employee becomes aware of the incident giving rise to the grievance.

8.3 FORMAL GRIEVANCE PROCEDURE

STEP ONE:

Where the employee finds that the informal procedure as described in Section 8.2 does not resolve the matter, the employee shall present their formal grievance, in writing, to the department head with a copy to the Director, Human Resources within five (5) working days from the date of the meeting under Section 8.2. The department head

shall, within five (5) working days, meet with the steward and/or the employee involved to attempt to resolve the grievance. The department head shall reply in writing to the steward and/or employee no later than five (5) working days after the above mentioned meeting. At this step, the Grievor and the Steward may be accompanied by a Union Employee Relations Officer. The department head may be accompanied by a representative of the Human Resources Office and the managing supervisor where applicable.

STEP TWO:

If the grievance is not resolved at Step One, the complaint may be submitted in writing to the Director, Human Resources within five (5) 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 and shall dispose, in writing, of such complaint within five (5) working days of such meeting.

FINAL STAGE:

If a satisfactory resolution of the grievance is not reached as a result of the meeting provided in Step Two, either the University or the Union, by written notice served on the other party, may submit the grievance to arbitration in accordance with the arbitration procedures outlined in Article 9 herein. Such notice must be served within twenty (20) working days after the date of the meeting with the Director, Human Resources and contain a complete statement of the nature of the grievance.

- 8.4 The parties agree that a step in the grievance procedure may be waived, upon mutual agreement, if the step does not apply in the particular situation under review.
- 8.5 In accordance with Article 14.3, grievances concerning suspension or termination shall be initiated at Step 2 of the grievance procedure within fifteen (15) days of the date that the Employee receives notice of the suspension or termination or within twenty (20) days of the date of suspension or termination, whichever is later.
- 8.6 The University may file a grievance or the union may file a policy grievance by submitting it in writing to the President of the Union or, if a Union Policy Grievance, to the Director, Human Resources, within fifteen (15) working days of the occurrence of the event giving rise to the grievance. The Union Representative or, if a Union Policy Grievance, the Director, Human Resources shall meet within ten (10) working days of receiving the grievance and respond in writing within fifteen (15) working days of such meeting. If the grievance is not resolved, the grieving party may serve written notice of the other party within twenty (20) working days of receiving the response that it intends to take the matter to arbitration.
- 8.7 Mediation and Non-Binding Arbitration
 - a. The Parties may, by mutual agreement, agree to one or more of the following mediation and/or arbitration processes:

- i. A mediator assigned by the Director of Conciliation Services for the Province of Nova Scotia upon receiving an application from the parties.
- ii. Nova Scotia Department of Labour and Advanced Education non-binding arbitration process as applied for by the parties.
- iii. A recognized arbitrator appointed as a mediator as agreed by the parties.

8.8 Mediation

- a. The parties agree that the mediation stage as outlined in Article 8.7 may be entered into by the parties prior to a grievance proceeding to arbitration provided the mediation can be scheduled within a reasonable time frame. A referral to arbitration may be held in abeyance by the parties until such time as the mediation stage would be completed. A grievance may continue to the arbitration stage should the mediation stage not find a solution to the issue.
- b. The mediation process is without prejudice to and without precedent for either party.
- c. The cost of a mediator will be jointly shared by the Parties.

Article 9 - Arbitration

- 9.1 When the Union or the University gives notice of its wish to submit a grievance to arbitration:
 - a. The party giving notice shall advise the other party whether it desires an arbitration board or single arbitrator and shall advise the other party of its nominee to the board or its recommendation for a single arbitrator.
 - b. The party receiving the notice shall, within five (5) working days after receiving the notice, appoint its nominee to the arbitration board; or recommend an alternate single arbitrator; or advise the other party that it concurs with its recommendation for a single arbitrator.
 - c. Where the University and the Union agree that a matter should be referred to a single Arbitrator and the parties are able to agree upon the Arbitrator, then such Arbitrator shall be properly appointed.
 - d. Where the University and the Union have not agreed within ten (10) working days of the receipt of the request for arbitration that a matter should be decided by a single Arbitrator, the matter shall be dealt with by an Arbitration Board.
- 9.2 Where an arbitration board will be used, the two nominees shall appoint a third person as an independent chairperson. If the nominees are unable to agree on a chairperson, either party may request that the Minister of Labour of Nova Scotia appoint a chairperson.

- 9.3 Where a single arbitrator will be used, and the parties fail to agree on who that will be; or, if the party to whom notice is given fails to advise if it concurs with the recommendation of the single arbitrator, either party may request the Minister of Labour of Nova Scotia to name the single arbitrator.
- 9.4 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.
- 9.5 Power of the Arbitration Board or Single Arbitrator:
- It shall be the function of the board or arbitrator to make a decision in cases of alleged violation of the specific articles of this Agreement and it may rectify any injury caused or substitute its own decision for the decision of management with respect to the grievance. The board or arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 9.6 The costs for a sole arbitrator or chairperson that are not covered by the Minister of Labour, will be shared equally between the parties to this agreement.

Article 10 - Labour Management Committee

- 10.1 The parties agree to hold periodic joint Labour Management Committee meetings for the purpose of facilitating communication on matters of labour relations, excluding grievances. The Labour Management Committee shall consist of not more than four (4) representatives from the University and not more than four (4) from the Union including the Employee Relations Officer, and shall meet at least three (3) times per year, and on such other occasions as may be deemed necessary. Such meetings shall be held during working hours with minimum impact on the operations of the department. Employees in attendance shall not suffer any loss of pay for such attendance at Committee meetings.
- 10.2 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. Attendees will also be confirmed by each party, in advance of each meeting.
- 10.3 The Union and the Employer agree that chairing meetings and preparing a summary of the meeting's outcomes will alternate between the Employer and the Union representatives. The summary of the meeting's action items will be distributed within two (2) weeks of the meeting by the Employer.

Article 11 - Seniority

- 11.1 Seniority of members of the bargaining unit shall be defined as the length of an employee's continuous service within the bargaining unit. After completion of the probationary period, seniority shall be effective from the most recent date of hire. Credit for part-time or sessional employees shall be given on a prorated basis.

11.2 An employee shall lose seniority if the employee:

- a. resigns;
- b. is discharged and not reinstated by the grievance procedure;
- c. retires;
- d. because of illness or injury, is absent for a period in excess of twenty-four (24) months;
- e. is laid off for a period in excess of fourteen (14) months or, fails to return to work following recall, and; is deemed to be terminated.

An employee may also lose seniority under the following articles: Hours of Work, Leave of Absence, Lay-off and Recall.

11.3 A person on leave of absence without pay from the University shall retain their seniority rights while on leave but shall not continue to accumulate seniority for the duration of the leave except in the following cases:

- a. an employee who is absent due to injury on duty for up to seventeen (17) weeks (Article 26);
- b. an employee on pregnancy/parental/adoption leave (Article 28);
- c. an employee who is absent due to illness for up to twenty-four (24) months (Article 24);
- d. an employee who is on the recall list for up to fourteen (14) months.

11.4 In promotions, demotions, transfers, layoffs or recalls seniority shall be the governing factor where applicants possess the qualifications and experience required for the position as set out in the job posting.

11.5 The University shall prepare and post a seniority list in January of each year. Any discrepancies under this article must be reported to the Human Resource Office within sixty (60) days of the posting of the seniority list.

Article 12 - Probationary Period

12.1 All new employees shall be regarded as probationary employees for the first eighty-five (85) working days of their continuous employment and shall have no seniority standing until the completion of this period. At the completion of the probationary period, seniority shall be back-dated to the most recent date of hire.

- 12.2 The University may extend the probationary period for an additional twenty (20) working days and, if deemed necessary, another additional twenty (20) working days. Extensions must be requested by the employee's managing supervisor and approved by the Director, Human Resources. Notice of the extension of the probationary period shall be provided to the employee and the Union. The employee will be advised in writing of the reasons for such an extension.
- 12.3 Newly-hired employees are not paid for any days missed due to illness or injury during the first forty (40) days of their probationary period but will receive a credit of two (2) days after the first forty (40) days and an additional two (2) days of accumulated sick leave upon the successful completion of their probation. In the event that the initial probationary period is extended by the University, the employee will receive a further credit of one (1) day of accumulated sick leave during a first extension and, if necessary, one (1) day during the second extension.
- 12.4 The retention or discharge of a probationary employee during the probationary period shall be at the sole discretion of the University and not subject to the grievance procedure.
- 12.5 A review of an employee's progress shall be made at approximately the midpoint of the initial probationary period and at the end. The employee will receive a copy of the completed form and a copy will be forwarded to Human Resources for the individual's personnel file.
- 12.6 In the event that a temporary or term employee is the successful candidate for a position in which she is currently employed, the time she has already served in the position may be credited toward her probationary period provided she has performed the full duties of the position satisfactorily and approval is obtained from the department head and Director of Human Resources. This is not intended to supersede the regular job posting procedure.

Article 13 - Position Evaluation

- 13.1 The Employer shall review position classifications in accordance with the criteria set out in the University Evaluation Tool, subject to the following:
 - a. At least once every five years or when a position becomes vacated, the Department Head and the incumbent will receive notification from Human Resources and be required to complete or update a Position Fact Sheet. Should no significant change be evident no review will take place.
 - b. When a new position is created, a Position Fact Sheet shall be prepared by the Department Head and submitted to Human Resources for review and classification prior to posting the position. Once the incumbent has been in the position for at least twelve (12) months, the classification shall be reviewed.

- c. At the request of an incumbent or Department Head, in cases where duties and responsibilities have changed significantly enough to warrant a review and normally no more frequently than once every 24 months, the Position Fact Sheet will be prepared by the individual to initiate a review of the position but will require sign-off of both the employee and Department Head. Upon receipt, the Department Head will be required to sign and date the Position Fact Sheet. The Position Fact Sheet will require the signature of both the Department head and the incumbent and will be forwarded to Human Resources within thirty (30) days of receipt from the employee, noting any differences of opinion with the information contained therein.
- 13.2 Human Resources will provide the appropriate form and procedure to complete the process and will provide assistance to the employee or Department Head, as needed, in completing the form. The Factor Description Manual, Factor Point Table, and NSGEU Classification Point Bands for the job evaluation system shall be accessible to all employees via the intranet.
- 13.3 Position classifications will be completed within three (3) months of receipt of completed forms by Human Resources. At the request of the employee, upon completion of the classification, a meeting may be held between the incumbent and Human Resources at which time the incumbent will be provided with the factor scores and total points for their position.
- 13.4 An appeal may be filed with the Job Evaluation Appeal Committee within ten (10) working days after the review meeting. There shall be no recourse for re-evaluation beyond the appeals process.
- 13.5 The Job Evaluation Appeal Committee shall be comprised of two (2) representatives of the bargaining unit, two (2) representatives of the Employer and a Chair to be selected by the Employer following consultation with the Union, subject to the following:
- a. The Chair shall have no vote except in the case where an agreement cannot be reached by the other two members of the Committee.
 - b. The individual who originally conducted the evaluation of the position shall not be a member of the Committee.
 - c. The Employer shall be responsible for training all members of the Job Evaluation Appeal Committee.
- 13.6 The employee who is appealing their position classification may meet with the Job Evaluation Appeals Committee at the request of the employee or the committee. The employee may have Local representation at the meeting and shall advise the committee of the name of the representative.

- 13.7 The effective date of any required salary adjustment will be retroactive from the date that the Position Fact Sheet is received in Human Resources for review or 30 days after the Position Fact Sheet has been signed as evidence of receipt by the Department Head, whichever is shorter. The President of the Local shall be advised of the results of reviews for members of the bargaining unit.
- 13.8 Where a position reclassification results in moving to a higher classification, no decrease in pay pro-rated on an hourly basis shall result.
- 13.9 Where a position 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 lower classification, it shall be maintained until that maximum for the lower classification is greater than the employee's salary.
 - b. If the employee's salary is within the range established for the lower classification, it shall be maintained until the next normal anniversary date and increased to the next higher step at that time.
 - c. If the reclassified position becomes vacant, the position will be posted with the correct classification.

Article 14 - Discipline, Suspension and Discharge

- 14.1 An employee who has completed the probationary period may be discharged or disciplined for just cause.
- 14.2 Depending on the seriousness of the incident and at the Employer's option, the discipline imposed will be commensurate with the offense. Progressive discipline, if applicable, may be applied as follows:
- a. by written warning or reprimand which does not involve loss of pay;
 - b. by suspension of employment for a period of three (3) working days without pay;
 - c. by immediate discharge.
- 14.3 An employee who is suspended or whose employment has been terminated may submit a grievance at Step 2 of the grievance procedure in accordance with Article 8.5.
- 14.4 Disciplinary documents will be placed on the employee's personnel file for a period of eighteen (18) months, provided another warning or reprimand has not been given during that period. If a second warning is issued within the time period, both shall remain on file for eighteen (18) months after the date of the second warning.

Where the discipline imposed is an unpaid suspension, the disciplinary documents will be placed on the employee's personnel file for a period of twenty-four (24) months, provided another warning or reprimand has not been given during that period. If subsequent discipline is issued within the time period, both shall remain on file for twenty-four (24) months after the date of the subsequent discipline.

- 14.5 Within ten (10) days of a managing supervisor becoming aware of an incident involving a particular employee which may become disciplinary, the employee will be informed in writing that the incident is under investigation and disciplinary action may result.
- 14.6 In meeting with the Employer with regard to possible discipline, the employee is entitled to Union representation at such meeting(s) if they so choose.
- 14.7 At the time written warnings and letters of discipline or discharge are provided to the employee, they will be supplied to the Local Union President and the Union Employee Relations Officer within one (1) business day. In such cases, the time limits under Article 8 – Grievance Procedure will begin upon receipt, by the Union, of such written warning and/or letter (as evidenced by date faxed or hand-delivered by Human Resources). A copy will be placed concurrently in the official personnel file.
- 14.8 The official personnel file shall be held in Human Resources. An employee can view their file by providing five (5) working days notice. The employee can authorize, (in writing) a designate of the Union to view the file and may request a representative of the Union be present. Copies of the file will be provided upon request. Copies of an employee's official personnel file shall only be provided once in each six (6) month period.

Article 15 - Lay-off, Recall, Voluntary Resignation

- 15.1 An employee must provide two weeks (fourteen calendar days) written notice to resign. Vacation entitlement and/or planned vacation may not constitute any part of the two week notice requirement, unless mutually agreed upon by the employee and the managing supervisor.
- 15.2 Employees can be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function. Throughout the following articles, the use of the word "lay-off" does not refer to "seasonal summer lay-offs".

In the event of layoffs and recalls:

- a. Seniority shall be the governing factor where the employees being considered for lay-off or recall possess the qualifications, skill and experience required for the position as set out in the job description. For lay-off, the most junior employee in the position shall be given notice of lay-off first.

- b. The Employer will advise the Union as soon as reasonably possible after the change appears probable in order to review the reasons for the lay-off and the options available to the affected employee(s).
- c. The University agrees to provide any employee who is to be laid-off (except sessional temporary summer lay-offs) with the following notice in working days. The Employer may choose to provide the affected employee compensation at the equivalent rate in lieu of the notice.
 - i. twenty (20) working days' notice in writing to the employee, if the period of service is two (2) years or less or;
 - ii. five (5) additional days notice for every year of service in excess of two (2) years, to a maximum of twenty-six (26) weeks' notice.
- d. An employee with three (3) years seniority may opt for severance within ten (10) working days of the lay-off notice unless an offer of alternative employment in a permanent position at the same level and number of weekly hours of work, has been made or is pending. Where the employee chooses to accept a severance payment, she will forfeit her recall rights under Article 15.6 and will cease employment with the University. An employee electing this option shall receive, in addition to the provisions in Article 15.2 c. the following:
 - i. for employees with at least three (3) years seniority but less than ten (10) years of seniority, severance pay shall be two weeks of pay;
 - ii. for employees with at least ten (10) years seniority, severance pay shall be one (1) week pay for every one (1) year of full-time or prorated equivalent paid service to a maximum of twenty-six (26) weeks.

15.3 Notice of layoff described in Article 15.2 shall be supplied concurrently to the employee and the Union. In the event of layoff of five (5) or more employees in a single department, the University shall give the Union not less than thirty (30) working days' notice.

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

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

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

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

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

- 15.5 The employee who has received notice of lay-off must, within five (5) working days of receipt of such notice, respond to Human Resources indicating her preference for placement/displacement, or recall. The employee shall be made aware of what is available in the options at the time they are issued their notice. The employee indicating a preference for placement/displacement must have the necessary qualifications, skills, experience (as determined by the Employer), and be willing and able to perform the duties of the position.

The laid-off employee shall assume the position at the rate specified for it without interruption of employment. In the event a junior employee is displaced, it is understood that she shall receive notice of lay-off.

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

Article 16 - Salaries

16.1 a. The University agrees to pay and the Union agrees to accept the salary grades and corresponding salary ranges as indicated in Appendix "B" of this Agreement. The salary ranges in Appendix "B" shall be applied on a pro-rated basis to part-time and sessional employees.

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

| | |
|------------------------|-------|
| Effective July 1, 2018 | 1.50% |
| Effective July 1, 2019 | 1.75% |
| Effective July 1, 2020 | 1.25% |

16.2 No employee within the Bargaining Unit shall be paid above the highest step or below the lowest step of their respective salary grade, with the exception of employees paid in accordance with Article 16.7.

16.3 On July 1st of each year, the University shall grant a non-probationary employee within the Bargaining Unit the next step of the salary range for their respective salary grade:

- a. for satisfactory performance, provided the employee has received a satisfactory annual performance review on or within sixty (60) calendar days;
- b. where more than sixty (60) calendar days has expired and an annual performance review has not yet been completed. However, such granting of a step shall not be interpreted as an indication of satisfactory performance;

and

- c. where the Employee was hired before March 1st of that year and;
- d. where the employee has at least four (4) months of compensated service since July 1st of the previous year.

16.4 When an increase provided for in clause 16.3 a. is withheld as the result of an unsatisfactory performance evaluation, the employee shall receive in writing from their immediate supervisor the reason for withholding the step. The employee's performance shall be reviewed after three (3) more months. Should the employee achieve a satisfactory review at that time, she shall receive her step increment effective that date.

16.5 Wherever possible, starting salaries will be established as follows. When a new employee is hired with 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.

The President of the Local will be advised in writing of any exception to Article 16.5 as outlined above.

- 16.6 All employees in the bargaining unit will be paid every second Friday by 12:00 pm, unless circumstances beyond the control of the University prevail.
- 16.7 On the recommendation of the managing supervisor and the approval of Human Resources, an employee temporarily appointed to perform a job in a classification within the bargaining unit higher than their own, for a period of more than ten consecutive working days, will be paid to a maximum of 10% above their regular rate of pay for the period of assignment.
- 16.8 When an employee is temporarily assigned to perform work in a classification paying a lower rate, the employee shall be paid at their regular rate.

Article 17 - Job Posting

- 17.1 Subject to the provisions of Articles 13 and 15 of this Collective Agreement, when a permanent, term or temporary position of six (6) months or more, becomes vacant or new job opening occurs for a position within the Bargaining Unit, the University shall post notices in Rosaria, EMF, Evaristus, Maintenance Department, Seton, and Seton Annex buildings, with all pertinent information, for a minimum of five (5) working days.
 - a. Employees must apply in writing for such vacancies. All applicants will be considered on their merits but with preference being given to current employees who have the qualifications for the job. Internal applicants who have met the qualifications for the position based on their resume, will be interviewed prior to any external candidates. External candidates include temporary employees.
 - b. Before interviews are held Human Resources will review all internal applications and will advise the employee whether or not they meet the qualifications for the position. Where an internal applicant does not meet the qualifications, Human Resources will provide reasons. The employee will be given two (2) working days to express their concerns and/or to provide additional information as to their qualifications.
 - c. Upon request, employees may obtain a detailed job description from Human Resources, if one is available.

- 17.2 The Employer shall not be prohibited from concurrently advertising externally for vacant or new positions within the bargaining unit. Interviews for external candidates will not take place prior to interviews for internal candidates.
- 17.3 Where two or more employees have applied for a position, seniority will be the governing factor where applicants possess the qualifications and experience required for the position as set out in the job posting.
- 17.4 The successful internal Bargaining Unit applicant shall serve a thirty (30) working day assessment period in the new position. If, during such assessment period (or extension thereof as per this article), either the Employer deems the performance to be unsatisfactory or the employee wishes to revert to the former position, then in either case such employee shall revert to the former position without loss of seniority. However, salary and all benefits tied to salary, for example: pension, life insurance, etc. will revert back to that of the former position.

The assessment period may be extended by the Employer for an additional period of thirty (30) working days on the basis of the managing supervisor's evaluation. The employee will be advised in writing of the reasons for any such extension. The employee may copy the union, if she so desires.

- 17.5 All applicants from within the bargaining unit who are unsuccessful for such vacancies will be advised, in writing, by the Director, Human Resources, or designate, within ten (10) working days from the date of appointment of the successful applicant. Upon request, the unsuccessful applicant will be provided with feedback on their application or interview. The internal applicant may request union representation be present for the feedback.

Article 18 – Re-Assignment

- 18.1 The Employer recognizes the importance of providing employees with opportunities for new work experiences 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.
- 18.2 Employees may make an expression of interest, at any time, through the online expression of interest form for consideration in future reassignment opportunities of a specific or general nature. Forms received will be retained for identification of future opportunities. Annually the Department of Human Resources will issue a reminder of the process
- 18.3 Employees may be considered for re-assignment to a temporary or term position, subject to the agreement of the Employer at the time of application. 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.

- b. If selected for the position, the employee shall maintain their permanent bargaining unit status and have the right to return, at the expiry of the term or temporary assignment, to their former position in their same classification and pay level.
- c. The Employer shall advise interested employees of the rate of pay or hours of work for the term or temporary position prior to any re-assignment.

18.4 Upon the mutual agreement of the Employer and employee, an employee may be re-assigned to another position within the same classification in the bargaining unit on a temporary or permanent basis; however, this article will not detract from the Employer's obligations under Article 17.

Article 19 - Hours of Work

- 19.1 Normally the work week for all full-time employees, except Maintenance employees, shall be five (5) days per week and thirty-five (35) hours, from Monday to Sunday, subject to the following:
- a. From June 1 to August 31 each year, attendance will be expected for six and one-half (6 1/2) hours with one (1) hour for lunch.
 - b. With the exception of the Weekend and Evening Supervisor positions in the Library, the normal work day is seven (7) hours exclusive of one (1) hour for lunch, usually between the hours of 8:00 am to 6:00 pm. The one (1) hour lunch break cannot be omitted or shortened in order to leave work early unless permission is obtained from the managing supervisor.
 - c. With the exception of overtime as set out in this collective agreement, no extension to these hours will take place without the written consent of the Union unless operational requirements dictate a schedule, which varies from the above.
 - d. Vacation, overtime and sick leave are calculated on the normal work day of seven (7) hours, including the time from June 1 to August 31.
- 19.2 Normally the work week for a full-time Maintenance employee shall be five (5) days per week and forty (40) hours from Monday to Friday, subject to the following:
- a. In lieu of summer hours pursuant to Article 19.1a, Maintenance Employees will have one (1) day with pay to be taken at a mutually agreed time between the employee and their managing supervisor.

- b. Employees may be scheduled to work shifts to cover a twenty-four (24) hour, seven (7) day work period no more than twice for any two week period in any calendar year (for a total of four (4) weeks). For full-time employees, such schedules shall be forty (40) hours per week and shall consist of eight (8) consecutive hours normally worked between 5 a.m. and 5 p.m., in addition to one-half (1/2) hour unpaid lunch period. A premium of seventy-five cents (\$.75) per hour will be paid to employees who work a shift in which 50% or more of the hours fall between 5 p.m. and 5 a.m., unless such employees are working such hours at overtime rates, or who make written request or change their normal shift other than through the Job Posting Procedure.
 - c. Employees will normally be given a two (2) week notice in advance of a shift change, except where exceptional circumstances warrant.
 - d. Salary for the Maintenance employees shall be prorated based on the hourly rate times the annual number of hours worked.
 - e. Nothing contained herein shall guarantee work by the Employer. The Employer may require an employee, who is not required for work to which she/he is normally assigned, to perform work with the University other than that to which she/he is normally assigned.
 - f. Vacation, overtime and sick leave are calculated on the normal work day of eight (8) hours.
 - g. Where necessary, there shall be a wash-up period of up to fifteen (15) minutes prior to the end of each shift.
- 19.3 Extended or modified working hours on a regular basis may be arranged by mutual agreement, provided the employee's working hours equal the required hours per month. Such arrangements shall be recommended by an employee's managing supervisor and approved by the Director, Human Resources and must not negatively impact on the service provided by the department.
- 19.4 Modified working hours on an occasional basis may be arranged by mutual agreement between the employee and the employee's managing supervisor.
- 19.5 Employees are entitled to one fifteen (15) minute paid break period for each 3.5 hours of work or two fifteen (15) minute break periods during each full day/shift, not to be accumulated, as scheduled by the supervisor.
- 19.6 An employee who is required to work other than Monday to Friday will receive two (2) consecutive days off.

- 19.7 An employee who is unable to report to work for any reason, must advise their managing supervisor as early as possible each day of absence unless notice was initially provided that the absence would be for a period in excess of one (1) day. If the managing supervisor is not available, absence shall be reported to the department head. Failure to report each day of absence, within one (1) hour of the employee's starting time, will result in loss of pay for that day of absence unless, in the opinion of the University, extenuating circumstances prevail in which case the burden of proof lies with the employee. If the employee is unable to reach their managing supervisor or the department head in person, by telephone, they may provide notice to their managing supervisor by voice mail. If, for some reason, voice mail is unavailable, notice may be provided by email. Upon the return to work, the employee is required to submit a leave form to their managing supervisor.
- 19.8 If an employee is absent for three (3) consecutive working days without proper notification to the University (as detailed in 19.7), seniority shall be forfeited unless extenuating circumstances exist, in which case the burden of proof lies with the employee.

Article 20 - Overtime

- 20.1 Overtime is defined as all authorized time assigned to and worked by employees in excess of the regular hours of work as defined in Article 19. Authorization for overtime must be given in advance by the Administrative/Department Head.
- 20.2 The University agrees:
- a. to allocate overtime work on a fair and equitable basis among qualified employees; and,
 - b. to give employees who are required to work overtime as much notice as possible;
 - c. except in an emergency, an individual employee will not be required to work in excess of twenty (20) hours of overtime per calendar month, unless agreed to by the employee. It is the employee's responsibility to refuse overtime based on reaching this maximum. Emergency is defined as any work which is not considered as ordinary, was not reasonably foreseeable, and which cannot be scheduled at any other time.
- 20.3 Overtime hours worked shall be compensated at a rate of time and one-half (1 ½) an employee's regular rate of pay or at double time for overtime hours worked on the second day of rest. Upon mutual agreement, the employee may be granted time off at the applicable rate as set-out above. Time off is to be scheduled at time mutually agreeable to the Employer and employee. When an employee who is asked to work overtime on Saturday, chooses to work on a Sunday instead of the requested day and the Managing Supervisor is in agreement, she shall be paid at the rate of time and one-half (1 ½) an employee's regular rate of pay.

Overtime on a University holiday applies as per Article 22.7.

- 20.4 Should an employee be required to report for work on any day outside of the normal work week, the employee shall be paid for a minimum of two (2) hours, except for Maintenance employees who shall be paid for a minimum of four (4) hours, at the appropriate overtime rate for each continuous shift.
- 20.5 In computing overtime, an employee must work at least fifteen minutes beyond their regular work day. However, every segment of a quarter hour worked, shall be considered and paid as one complete quarter hour. Employees must accumulate more than one hour of overtime prior to submitting the appropriate form to Human Resources/Payroll.
- 20.6 An employee's regular hourly rate shall be calculated by dividing the employee's annual salary by their regular annual number of hours worked. For Maintenance employees, the hourly rate shall be according to Appendix B.
- 20.7 An employee who is required to work two and one-half (2 ½) hours of overtime without a break following the employee's regular hours of work will be reimbursed the cost of a meal up to \$15.00, upon presentation of a receipt, and one-half (½) hour with pay to eat the meal. An employee who is called back to work on a day off without having received at least four (4) hours advance notice for a period in excess of four (4) hours shall be entitled to a meal allowance in accordance with this article.
- 20.8 An employee required to work overtime shall have the option of banking accumulated overtime hours up to a maximum equivalent of the employee's classification of regularly scheduled weekly hours (i.e. Maintenance Employees, forty (40) hours; and all other employees thirty-five (35) hours) during the University's fiscal year. Approval to use banked overtime as time off is subject to operational requirements and must be approved by the department head. At the end of the fiscal year (April 1 – March 31), any remaining overtime in the bank will be paid to the employee at the rate earned not later than the first payroll in June subject to the following. With the permission, in advance, from the Managing Supervisor and the Director, Human Resources, the Employee may carry-forward up to three (3) days in the overtime bank, that were earned during the January to March period. The employee's request must be in writing and such time must be taken as time off before June 30th of the same calendar year.
- 20.9 All overtime hours shall be reported to the Human Resources office each pay period on the appropriate form authorized by the employee's managing supervisor.
- 20.10 Overtime for Maintenance employees will be allocated on an equitable basis, through a rotating seniority list, within the feasibility of operational requirements and immediate availability of qualified employees.

Article 21 - Call Back

- 21.1 Subject to Article 19, when an employee is called back and reports for work after leaving their place of work for the day, and such recall has not been scheduled prior to leaving work, the employee shall be paid for a minimum of four (4) hours at the appropriate overtime rate.
- 21.2 When an employee is called at home by the University, outside their scheduled working hours, and is required 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.

This provision shall not apply to the Plumber/Controls Technician classification when performing control technician work from home.

Article 22 – Holidays

- 22.1 a. Each employee in the bargaining unit will be paid one day's pay of the employee's regular salary for the following holidays or any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government:
- | | |
|----------------|------------------------|
| New Year's Day | First Monday in August |
| Heritage Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- b. For the purpose of this Article, Maintenance employees will be paid eight (8) hours for all designated holidays, or be given alternate time off not to exceed eight (8) hours with approval of the managing supervisor.
- 22.2 For the purpose of this Article, Christmas closure days are days (excluding Saturdays, Sundays, and holidays) designated as days of closure by the University. In the event that the University closes over the Christmas period for more than the statutory holidays, an employee required to work during the Christmas closure period shall be compensated at one and one-half (1 ½) times their regular rate of pay, in addition to their regular salary already being paid for that day.
- 22.3 When a paid holiday occurs on a Saturday or Sunday, the University shall designate an alternate working day off.

- 22.4 When a paid holiday coincides with an employee's scheduled day off other than Saturday or Sunday, the employee shall be paid one day's pay at the regular rate of pay in lieu of the holiday or shall be given an alternate day off within thirty (30) days at a time of the employee's choice with the approval of the managing supervisor.
- 22.5 When a holiday falls within an employee's scheduled vacation, the day will not be counted as part of their vacation but will be added to the employee's scheduled vacation period in which the holiday occurs.
- 22.6 An employee shall be entitled to be paid for a holiday if:
- a. the employee has received or is entitled to receive salary for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday; and
 - b. has worked on the scheduled working day immediately preceding and immediately following the holiday, unless absent on approved leave with pay.
- 22.7 Compensation for Work on a Holiday

Members will be compensated for the actual hours of work as follows: at the rate of two times the hourly rate of pay, for all authorized time worked on holidays as defined by Article 22.1, in addition to the regular salary already being paid for the holiday. Accumulated Overtime hours can be taken as pay or banked as per Article 20.8.

Article 23 - Vacations

- 23.1 For the purpose of this Article, a day for Maintenance positions will equal eight (8) hours. An employee shall be entitled to receive annual vacation leave with pay earned in the following manner:
- a. each year during the first ten (10) years of service at a rate of one and one quarter ($1\frac{1}{4}$) days for each month of service, to a maximum of fifteen (15) working days;
 - b. each year after ten (10) years of service at a rate of one and two-thirds ($1\frac{2}{3}$) days for each month of service to a maximum of twenty (20) working days;
 - c. each year after twenty (20) years of service at the rate of two and one-twelfth ($2\frac{1}{12}$) days for each month of service to a maximum of twenty-five (25) days.
- 23.2 Unless mutually agreed by the employee and their managing supervisor, and subject to the exclusion of Article 23.8, vacations shall normally be taken in periods of at least one week.

- 23.3 The vacation year shall be the University's fiscal year April 1 to March 31 inclusive. Vacation entitlement shall be computed as of April 1 each year.

For sessional employees, the vacation year shall be September 1 to May 31 each year or September 1 to June 30 each year, depending on the term of the sessional position. Vacation entitlement for sessional employees shall be computed as of September 1 each year.

- 23.4 An employee appointed on or before the fifteenth (15th) day of the month shall be eligible to begin accumulating vacation credits from the first day of the month. An employee appointed on any date after the fifteenth (15th) day of the month shall be eligible to begin accumulating vacation credits from the first of the month following the date of appointment. No vacation credit will accumulate for a month if an employee misses eleven (11) working days in the month due to leave of absence without pay, or suspension from duty. (See Article 31 for definition of leave of absence without pay.)
- 23.5 Subject to operational requirements of the University, every reasonable effort will be made to approve an employee's request for vacation leave as submitted. When operational requirements necessitate a restriction to be placed on the number of employees on vacation leave at one time in a particular department or classification, preference shall be based on seniority within the department or classification.
- 23.6 All requests for vacation leave must be submitted in writing or on the appropriate form and are subject to prior approval by the employee's managing supervisor.
- a. In order to exercise seniority for choice of annual vacation dates, an employee will submit their vacation request to their managing supervisor by May 1. The managing supervisor will approve an employee's request in accordance with Article 23.5. The managing supervisor will respond in writing or through approval of the vacation request form by May 31.
 - b. Vacation requests received after May 1 will be considered on a first come, first serve basis in accordance with Article 23.5. Where more than one vacation request is received on the same day for an overlapping period of vacation, the final decision will be based on seniority.
- 23.7 Vacation entitlement must be used during each vacation year. Vacation entitlement may only be carried forward when one of the following situations applies:
- a. An employee, under special circumstances, may request approval from their managing supervisor to defer one (1) week or five days of vacation until the succeeding vacation year. This request also requires the approval of the Director, Human Resources.

- b. An employee who is required by their managing supervisor to defer annual vacation or a portion thereof beyond the end of the vacation year, in the interests of the University, may receive payment in lieu of vacation or take vacation entitlement during the succeeding vacation year. The Employer will not unreasonably request deferral of an employee's annual vacation.
- c. Where due to extended sick leave or parental leave, an employee is unable to take their full vacation entitlement during the fiscal year, the department head, with the approval of the Director of Human Resources, may authorize a payout or deferral of unused vacation in excess of one week.

23.8 Employees may wish to observe certain religious holidays other than those listed in Article 22. Vacation requests for such holidays must be submitted to the managing supervisor at least two (2) weeks in advance of the time requested. Approval will not be unreasonably withheld for these types of requests.

23.9 If an employee is under the treatment of a doctor for three or more days during vacation, the employee may charge those days against their sick leave, provided satisfactory proof of hospitalization or being under a physician's treatment is provided to the Employer. The employee shall be entitled to take such days of vacation at a later date convenient to both parties, provided it is taken prior to the expiry of the vacation year as defined in 23.3.

23.10 Upon termination, an employee shall be compensated for vacation leave to which the employee is entitled in accordance with this article; or an employee shall reimburse the University for vacation which was taken but to which there was no entitlement.

Article 24 - Sick Leave

24.1 If an employee is unable to report to work for any reason, the employee must advise their managing supervisor as early as possible each day of absence, unless the Employer has previously been advised that the absence will extend beyond the first day of sick leave. If the managing supervisor is not available, absence shall be reported to the department head. Failure to report absences in accordance with the foregoing, within one (1) hour of the employee's starting time, will result in loss of pay for that day of absence unless, in the opinion of the University, extenuating circumstances exist, in which case the burden of proof lies with the employee. If the employee is unable to reach their managing supervisor or department head in person, by telephone, they may provide notice to their managing supervisor by voice mail. If, for some reason, voice mail is unavailable, notice may be provided by fax or email.

24.2 The sick leave benefit for all employees is as follows:

- one and one quarter (1.25) days for each month of service, to a maximum of fifteen (15) working days per year;

24.3 An employee appointed on or before the fifteenth (15th) day of the month shall be eligible to begin accumulating sick leave credits from the first day of the month. An employee appointed on any date after the fifteenth (15th) day of the month shall begin accumulating sick leave credits from the first of the month following the date of appointment. Sick leave shall accumulate up to a maximum of one hundred and seventy-five (175) working days and is reduced by any time missed by the employee due to illness or injury, first applied to the sick leave bank and then to the personal leave bank when the sick leave bank is exhausted.

No sick leave credits will accumulate for a month, if an employee misses eleven (11) or more of their normal working days in the calendar month due to leave of absence without pay (see Article 31 for definition of leave of absence without pay), or to suspension from duty or if the employee is on paid sick leave or injury on duty leave. Full sick leave credits will accumulate for a month if an employee misses fewer than eleven (11) of their normal working days in the calendar month due to leave of absence without pay or to suspension from duty or if the employee is on paid sick leave/injury on duty leave.

- 24.4 a. An employee may be required by the managing supervisor or the Director, Human Resources to provide a medical certificate from a legally qualified medical practitioner to support any claim for sick leave up to three (3) consecutive working days. A medical certificate must be submitted for claims beyond three (3) consecutive working days of sick leave. Failure to provide a medical certificate upon request will result in deduction from an employee's pay for the time absent from work.
- b. The medical certificate shall include verification that the employee is ill or injured and cannot perform her/his duties, the date the employee was seen by the physician, and an anticipated return to work date.
- c. For longer term or major illness or injury, the medical certificate shall also include verification that the employee is seeking appropriate medical treatment and verification whether an accommodation can be made to enable the employee to perform their normal or modified duties.
- d. For longer term or major illness or injury, the Director, Human Resources may require the employee to obtain a fitness to return to work assessment completed by a licensed physician submitted before his/her return to work. In such cases, the Director, Human Resources will give the employee reasonable notice of the requirement. Provided a receipt is submitted, the Employer will reimburse the employee for the cost of the assessment up to a maximum of twenty dollars (\$20.00).

24.5 Newly-hired employees are not paid for any days missed due to illness or injury during the first forty (40) days of their probationary period but will receive a credit of two (2) days after the first forty (40) days and an additional two (2) days of accumulated sick leave upon the successful completion of their probation. In the event that the initial probationary period is extended by the University, the employee will receive a further

credit of one (1) day of accumulated sick leave during the first extension and, if necessary, one (1) day during the second extension.

- 24.6 When an employee reports for work following extended sick leave of up to twenty-four (24) months, they shall resume work in the same or comparable position to that which they held prior to the commencement of their sick leave, provided a minimum of two (2) weeks advance notice of their return is given.
- 24.7 All absences due to illness or injury must be reported by the employee on the appropriate form and forwarded to the managing supervisor upon the employee's return to work.
- 24.8 An employee who terminates employment with the University after five (5) full years of service shall be entitled to remuneration to the extent of 7.5% of the unused portion of accumulated sick and personal leave balances up to the maximum of two hundred (200) days.

Article 25 – Personal Leave

- 25.1 On April 1st of each year, each employee will have two (2) days added to her Personal Leave Bank.
- 25.2 Following one complete year of employment and based on the fiscal year, an employee who does not use more than eight (8) sick days under Article 24 will be granted an additional two (2) days to be added to her Personal Leave Bank. That employee may also transfer up to two (2) sick days to her Personal Leave Bank.
- 25.3 The personal leave bank may be used for the following, subject to the approval of the employee's managing supervisor:
 - a. In the case of family illness (child, spouse or parent or parent-in-law) of an employee, when the employee is expected to attend to the sick person's needs, leave up to seven (7) full days in total per annum shall be granted and charged to the employees Personal Leave Bank.
 - b. A two (2) day leave for unforeseen circumstances such as fire or floods shall be granted and charged against the Personal Leave Bank.
 - c. One (1) personal obligation day can be taken by each member for any reason and charged to the employee's Personal Leave Bank.
 - d. Effective April 1, 2019 two (2) additional personal obligation days can be taken by each member of the bargaining unit who accumulates three (3) days in the Personal Leave Bank by March 31st of the previous year.
- 25.4 This leave will accumulate from year to year and records will be maintained by Human Resources. Personal leave shall accumulate up to a maximum of twenty-five (25)

working days and is reduced by any time missed by the employee in accordance with Article 25.4 and Article 25.5.

- 25.5 The Personal Leave Bank can be applied towards sick leave (as per Article 24.3) should no other sick leave be available to the employee.

Article 26 - Injury on Duty

- 26.1 The parties agree that injury on duty shall be understood to mean an injury suffered by an employee during the performance of their duties while engaged in work for the Employer.
- 26.2 All work related injuries must be reported to Security immediately following the injury. The employee shall provide a signed written statement outlining the incident, within five (5) days. The injured employee must seek medical attention as soon as possible, and provide necessary medical evidence to Human Resources to substantiate the claim for injury on duty leave.
- 26.3 Any member of the bargaining unit who is injured during the performance of their duties shall be paid their regular salary while disabled due to the injury for up to seventeen (17) weeks. An employee shall be reimbursed by the Employer for reasonable and valid expenses that arise due to the injury on duty that are not covered by the employee's or government's health plan.
- In the event a benefit within the health plan is maxed out for the benefit year from claiming expenses related to an injury on duty, the University will reimburse the employee for expenses for that same benefit for a new injury or illness in that claims year to a maximum of the amount claimed from the plan for the injury on duty. The payment will only cover amounts that could otherwise have been reimbursed through the plan.
- 26.4 Payment of regular salary and reimbursement of expenses for injury on duty as defined in Article 26.1 shall be subject to the employee completing the procedures provided in Article 24.2.
- 26.5 The Employer has the right to send the employee to a doctor determined by the Employer. Any such referral shall be supported in a form acceptable to the Employer and at no cost to the employee.
- 26.6 Seniority shall accumulate for Employees on leave of absence due to injury on duty while off work and still receiving salary from the University. However, sick leave credits will not accumulate while an employee is on injury on duty leave.

Article 27 - Bereavement Leave

- 27.1 In the event of the death of a spouse, child, step-child, parent, step-parent, brother or sister, an employee so bereaved shall be allowed leave with pay for a period not to

exceed seven (7) working days, at the time of the death. The University, however, may extend this leave if extenuating circumstances prevail.

- 27.2 In the event of the death of a parent-in-law, sister-in-law, brother-in-law, grandparent or grandchild, an employee so bereaved shall be allowed leave with pay for a period not to exceed five (5) working days, at the time of the death. The University, however, may extend this leave if extenuating circumstances prevail.
- 27.3 If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted Bereavement Leave and be credited the appropriate number of days to her vacation or sick leave credits.
- 27.4 Where Article 27.1 and 27.2 do not apply, an employee may be allowed one (1) day with pay to attend the funeral of a relative; in particular, an uncle, aunt, cousin, niece or nephew, of the employee. The University, however, may extend this leave if extenuating circumstances prevail.
- 27.5 Other requests for leave with or without pay will be judged, by the Director, Human Resources and the managing supervisor, on the merit of the circumstances.

The University will attempt to be flexible in matters of this nature.

Article 28 – Pregnancy and Parental Leave

28.1 General

- a. In accordance with legislation, each employee is entitled to a maximum combined unpaid pregnancy and parental leave of seventy-seven (77) weeks.

28.2 Pregnancy Leave

- a. A pregnant employee is entitled to an unpaid leave of absence of up to sixteen (16) 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 to 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 sixteen (16) weeks after the pregnancy leave began.

- f. An employee shall have the right to continue her regular duties during pregnancy provided that she is able to adequately perform them.
- g. Should pregnancy result in medical complications before or after the commencement of the leave, the sick leave provisions of this Agreement shall apply.
- h. 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.

28.3 Parental Leave/Adoption Leave

- a. An employee who becomes a parent of one or more children, is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks 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 sixty-one (61) 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 seventy-seven (77) 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.

28.4 Supplemental Unemployment Insurance Plan (SUB Plan)

An employee who has been with the University for one year (1) and 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.

- a. The Employer shall provide a SUB Plan benefit for a maximum of seventeen (17) weeks for an amount which, when combined with the EI benefit shall be as follows:
 - i. Standard pregnancy and/or parental/adoption leave which when combined with the EI benefit rate of 55% shall equal 95% of the employee's salary at the commencement of the leave, or
 - ii. Extended pregnancy and/or parental/adoption leave which when combined with the EI benefit rate of 33% shall equal 73% of the employee's salary at the commencement of the leave.
- b. An employee eligible for a SUB Plan benefit shall retain and accrue seniority and shall be eligible for full benefits, including group insurance and pension upon confirming their continuity according to existing university policy. The benefit premiums will continue to be deducted from any SUB Plan payment. The employee will continue to accrue vacation, sick leave, and receive employer benefit dollars and pension matching during the paid portion (i.e. SUB Plan) of the leave only. The employee must arrange to pay for benefit premiums in advance of the unpaid leave to be taken.
- 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. 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 a non-working period, any balance of SUB payments remaining shall commence on her/his specified return date.
- e. 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-half ($\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

28.5 Leave for Birth or Adoption of a Child

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 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 29 - Court Leave

- 29.1 An employee served with a legal document requiring appearance as a witness during court proceedings or other hearings required by law or to serve jury duty shall be given leave with pay to carry out such duties.
- 29.2 The University shall require the employee to furnish the document which requires appearance as a witness or summons requiring appearance before making any payment under this Article.
- 29.3 Notice of such leave will be submitted to the employee's managing supervisor with as much advance notice as possible.
- 29.4 An employee who is required by law to serve jury duty or appear as a witness in court proceedings shall be entitled to personally retain any per diem monies received as reimbursement for expenses incurred during the course of this service.

Article 30 – Compassionate Care Leave

- 30.1 An employee who has been employed for a period of at least three months is entitled to an unpaid leave of absence of up to twenty-six (26) 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 (26) weeks. The employee shall provide a copy of the certificate to the Employer for such leave as soon as it is available.
- 30.2 For the purposes of this article, eligible family members are as defined in the Compassionate Care Leave legislation.
- 30.3 The leave may only be taken during the period
 - a. that begins with:
 - i. the first day of the week in which the certificate is issued; or
 - ii. 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
 - b. that ends with the last day of the week in which either of the following occurs:
 - i. the family member dies, or

- ii. the expiration of twenty-six (26) weeks following the first day of the week referred to in clause 30.3 a.

30.4 A leave of absence under this article may only be taken in periods of not less than one week's duration.

30.5 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.

30.6 An employee shall advise the Employer as soon as possible of any intention to take a leave of absence under this article.

30.7 An employee on compassionate leave shall give written notice to the Employer of her intention to return to work as soon as possible.

30.8 Where an employee reports for work upon the expiration of the Compassionate Leave, she shall be permitted to resume work in the same or comparable position to which she held prior to the commencement of the leave.

Article 31 Domestic Violence Leave

31.1 The Employer and NSGEU agree that all employees have the right to be free from domestic violence. An employee who has been employed for a period of at least three months is entitled to the following in each calendar year:

31.1.1 up to ten (10) days, which an employee can take in one continuous period or intermittently; and

31.1.2 up to sixteen (16) weeks of continuous Domestic Violence Leave.

31.2 The Employer will provide paid leave for up to five (5) days in each calendar year for leaves outlined in Article 31.1 in accordance with the Domestic Violence Leave legislation as follows:

31.2.1 The employee may request in writing which five (5) days of the leave are paid, otherwise the Employer will consider the first five (5) days of the leave as paid.

31.3 Any part of one day taken as paid or unpaid leave, is counted as one (1) full day of leave outlined in 31.1.1.

31.4 For the purposes of this article, eligible family members are as defined in the Domestic Violence Leave legislation.

- 31.5 The Employer shall respect the confidentiality of an employee experiencing domestic violence.
- 31.6 In accordance with the legislation, the employee shall complete the approved qualification form with the appropriate documentation for the leave to be completed by a legally qualified medical practitioner, or legal service provider.
- 31.7 An employee shall advise the Employer in writing as soon as possible of their intention to take Domestic Violence Leave under Article 31. An employee on Domestic Violence leave shall give written notice to the Employer of their intention to return to work by providing two weeks advance notice of their return where possible.
- 31.8 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 the continuation of benefits and arrange for payment of this coverage in advance of the unpaid leave.
- 31.9 Where an employee reports for work upon the expiration of the Domestic Violence Leave, they shall be permitted to resume work in the same or comparable position to which they held prior to the commencement of the leave.

Article 32 - Leave of Absence Without Pay

- 32.1 Subject to the operational requirements of the University, the Employer may, at its discretion, grant an employee a leave of absence without pay for good and sufficient reasons. The leave shall not normally exceed eight (8) months. An employee shall normally have three or more years of service before applying for such a leave.
- 32.2 All requests for leave of absence must be submitted in writing at least twenty (20) working days prior to the commencement of the leave and are subject to the approval of the employee's managing supervisor and the Director, Human Resources.
- 32.3 Employees on leave of absence without pay shall retain their seniority rights but shall not continue to accumulate seniority while on leave without pay.

Employees may continue benefit coverage in accordance with the eligibility rules of each benefit. Arrangements for payment for the continuance of the coverage must be made in advance of the leave through Human Resources.
- 32.4 It is compulsory for employees holding sessional positions to continue benefit coverage during their sessional leave in accordance with the eligibility rules of each benefit.
- 32.5 An employee, while on leave of absence may not change the approved dates of the leave without prior approval of the managing supervisor and the Director, Human Resources.

Article 33 - Ongoing Education and Training

- 33.1 Both parties recognize the mutual benefit of ongoing training and development for the employee and the University. Employees are, therefore, encouraged to maintain, upgrade and develop skills and knowledge and the Employer will assist employees with identifying opportunities to upgrade and develop skills and knowledge.
- 33.2 When an employee is requested by their managing supervisor to attend conferences, meetings, training, or seminars on behalf of the University, time off with pay shall be granted.
- a. All authorized expenses shall be paid by the University for travel, meals and accommodation in accordance with University policy. Overtime, per Article 20, does not apply when an employee is at a conference, meeting, training, or seminar.
 - b. When an employee is required to travel by automobile, such travel will normally be during working hours. If because of the timing of the conference, this is not possible, travel time up to a maximum of five (5) hours each way can be accumulated as time off and taken at a mutually agreeable time.
 - c. Should funding and workplace requirements provide, interested Maintenance employees shall be encouraged to enrol and participate in the Nova Scotia Department of Labour Apprenticeship Program, as appropriate. This should in no way limit the availability of any other training which may be beneficial to the parties.
 - d. Any employee who is requested by the Employer to obtain a license or certification, which is not a requirement of the normal job qualifications, shall be reimbursed for all reasonable expenses directly related to obtaining the license or certification with prior approval by the Managing Supervisor.
 - e. When an employee attends conferences, training, or seminars on a scheduled day of rest, the time spent in attendance at sessions during what would be a normal work day, will be compensated with equal time off at a mutually agreeable time or payment at straight time at the discretion of the Employer.
- 33.3 An employee may request time off with pay and reasonable expenses to attend courses, conferences, meetings, training or seminars, which are directly relevant to the skills required for the employee's position. Such requests must be submitted to the employee's managing supervisor and approved by the Department Head in advance.
- 33.4 The Employer shall provide a program of orienting new employees to the University. The program shall include providing the employee with a copy of the current Collective Agreement between the University and the Nova Scotia Government and General Employees Union; an electronic orientation program; as well as a meeting with the Human Resource representative to discuss and enrol the employee in the University's benefit plans. Employees will be allowed time off without loss of pay or benefits for the purposes of completing the orientation program.

- 33.5 Employees are also eligible for tuition reduction in accordance with the University Employee Tuition Fee Reduction Policy amended by the Board of Governors on November 18, 2010. Should the Employer enhance the Employee Tuition Fee Reduction Policy, the changes shall be applicable to employees on the date the amended policy is approved by the Board of Governors of Mount Saint Vincent University.

Article 34 - Health and Safety

- 34.1 The safety of its employees/members is a primary concern of the University and the Union. In accordance with the Occupational Health and Safety Act of Nova Scotia, the bargaining unit shall have representation on the Joint Occupational Health and Safety Committee. The bargaining unit shall designate a member to be their representative on the Committee.
- 34.2 a. Where personal protective equipment (PPE) is required for employees to perform their work in a safe and healthy manner, such PPE shall be provided by the Employer.
- b. The University agrees to provide a suitable uniform (e.g. 2 pair of pants and 2 shirts) to Maintenance employees, in April of each year to a maximum of two-hundred dollars (\$200) per employee.
- c. The University agrees to provide to Maintenance employees C.S.A approved footwear required for the performance of their duties, in April of each year to a maximum of two-hundred dollars (\$200) effective April 1, 2019.

Article 35 - Travel Expenses

- 35.1 The University Policy on Travel Expenses will apply to all employees in the Bargaining Unit who are required to travel on University business.

Article 36 – Parking Payment Option

- 36.1 Effective August 2004 and every year thereafter, the Employer will offer a payment option to allow employees to purchase annual parking permits through payroll deduction. Payments will be deducted bi-weekly from September until March. Employees will only have the opportunity to enrol in this program once per year.

Article 37 - Employer Liability

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

Article 38 - Contracting Out

- 38.1 The University agrees that no member of the Union shall be laid-off due to contracting out of work covered by this Collective Agreement. The parties acknowledge that the retention of a party who is not an employee for the sole purpose of providing instruction to employees does not constitute contracting out.

Article 39 - Job-Sharing

- 39.1 The University will consider requests for job sharing. Such requests must be approved by the Department Head and the Director, Human Resources. The decision on entering into a job sharing arrangement shall be at the sole discretion of the Employer.
- 39.2 Job-sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.
- 39.3 Both employees in a job-sharing arrangement must be permanent employees, one of whom is the incumbent (Host) of the position to be job-shared, the other of whom is the Guest. Both employees must be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job-shared. Both employees must share the same job classification/title of the position to be job shared.
- 39.4 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 a request, in writing, to the Director of Human Resources.
- 39.5 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.
- 39.6 A position will be shared for a minimum of twelve (12) months. Upon request of the host employee, job share arrangements may be extended with the mutual consent of the Union and Employer. Any extension beyond the twelve (12) month term must be mutually acceptable to both employees, the Employer and the Union.

- 39.7 Each of the two employees in a job sharing arrangement will be required to fulfill one-half (1/2) of the full time work schedule requirements or such other percentage as is agreed, with the total for the two (2) employees equaling 100%. For the duration of the job sharing period, the accumulation of flex credits, pension matching, seniority, sick leave, and all other benefits will be prorated in accordance with the job sharing arrangement.
- 39.8 The terms and conditions governing the job sharing arrangements will be mutually agreed to, in writing, by the employee, Union and the Employer. Such agreement shall contain all terms and conditions of the job sharing arrangement, such as; identification of Host employee and Guest employee; Salary; provision for continuation of benefits; length of the agreement; Host/Guest and review process.
- 39.9 If either participant wishes to terminate a job-share arrangement prior to its expiry, either one is required to provide a minimum of thirty (30) calendar days written notice. The Employer may also terminate a job share arrangement by providing the Host and Guest with thirty (30) calendar days notice, in writing. The agreement may be terminated with a shorter notice period upon mutual agreement between the Employer and the two participants in the job sharing arrangement.
- 39.10 Where a job-sharing arrangement is terminated by the Guest or Host employee, the University shall not be obligated to find a replacement and the position shall revert to a full-time position. The parties agree that, there shall be no added cost to the Employer directly resulting from any job sharing arrangement.
- 39.11 Upon termination of the job sharing arrangement, the Host employee and the Guest employee shall each have the option to reoccupy the position that she occupied prior to the job sharing arrangement, without posting the position. Where either the Host or the Guest declines this option the position shall be posted in Accordance with Article 17.

Article 40 - Performance Development and Review

- 40.1 The University will administer a performance development and review system.
- 40.2 When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss the review and make written comments on the review. The employee shall be entitled up to ten (10) working days to consider the review document before making written comments. The employee and managing supervisor shall jointly sign the review document confirming that the information has been reviewed and discussed. The employee shall receive a signed copy of the document and the managing supervisor shall place a copy of that review in the employee's personnel file.

Article 41 – Benefit Plan

- 41.1 The University agrees to provide benefits for all employees in the University Benefit Plans. All eligible employees, as outlined in the Benefit Plans shall be required, as a condition of employment, to participate in the Benefit Plans
- 41.2 The University agrees to maintain a Benefits Users Committee that shall have representation from the bargaining unit as selected by the Union. The Committee shall have access to all current information pertaining to all benefit plans, excluding pension benefits and confidential information.
- 41.3 The plan covers extended health, drug and dental expenses, subject to the eligibility requirements of the Plan.
- For plan booklets and application forms, please contact Human Resources.
- 41.4 The Employer will contribute the annual amount of \$1,700.00 to the employee benefit program, allocated on a per month basis, \$1,800 effective April 1, 2020 and \$1,900.00 effective April 1, 2021.
- 41.5 The Employer agrees to continue to provide a Group Life Insurance Plan and Long Term Disability Plan to employees, subject to the eligibility requirements of the Plans.
- 41.6 The Employer agrees to pay premiums for an additional one-hundred thousand (\$100,000) for single coverage for Accidental Death & Dismemberment insurance for Maintenance employees.

Article 42 – Pension Plan

- 42.1 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, 1998. Contributions can be selected from a range of 3% to 7.5 % in .5 % intervals. Pension contribution rates can be increased once each year by completing the appropriate change form through Human Resources. The form is to be completed no later than February 1 for the changes to be effective April 1.

Article 43 - Amendment

- 43.1 It is agreed that this Agreement may be amended at any time by mutual agreement of both parties in writing.
- 43.2 In the event that any laws passed by the Legislature applying to the employees covered by the Agreement render null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

Article 44 - Duration of Agreement

- 44.1 This Agreement shall be in effect for a term beginning from July 1, 2018 to June 30, 2021. All provisions of this agreement shall, unless otherwise stated, be effective from the date of the signing of this agreement. After June 30, 2021, 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.
- 44.2 Negotiated changes in the collective agreement, other than salaries which shall become effective on the dates specified in 44.1, are effective from the date of signing unless otherwise specified and agreed to in writing.

In witness whereof, on this 4th day of July 2019 the parties hereto have signed this Agreement by its respective duly authorized officers and representatives

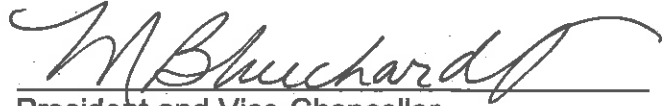
The parties recognize that this contract has been signed on unceded Mi'Kmaq Territory.

**NOVA SCOTIA GOVERNMENT AND
GENERAL EMPLOYEES UNION**

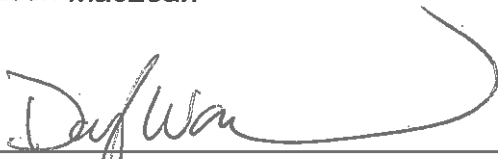
MOUNT SAINT VINCENT UNIVERSITY



President
Jason MacLean



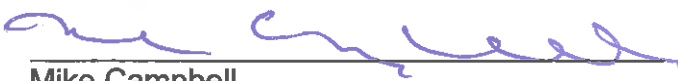
President and Vice-Chancellor
Dr. Mary Bluechardt



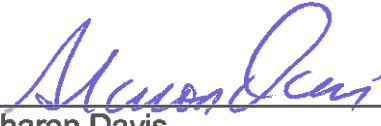
Darryl Warren
Chief Negotiator/ERO



Kim Healy
Director, Human Resources
Chief Negotiator



Mike Campbell



Sharon Davis



Cynthia Black



Karen Smyth



Gerald Breau



Melissa Mackay

APPENDIX A - BARGAINING UNIT MEMBERSHIP

MOUNT SAINT VINCENT UNIVERSITY

AND

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

The bargaining unit represented by the Nova Scotia Government and General Employees Union consists of all non-academic employees of Mount Saint Vincent University who are employees on a full-time, part-time or sessional basis and who perform secretarial, clerical, technical, non-professional library and other non-academic duties, and, effective June 19, 2009, full-time and regular part-time, Maintenance employees, but excludes:

- a. all employees who occupy a position which deals with information that is confidential in respect of labour relations;
- b. all employees who belong to other bargaining groups or hold administrative/managerial positions; and,
- c. all grant-paid employees.

APPENDIX B - SALARY RANGES

All Employees Except Maintenance Employees

Effective: July 1, 2018

| Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|--------|--------|--------|--------|--------|--------|--------|
| 9 | 55,571 | 57,238 | 58,955 | 60,725 | 62,547 | 64,426 | 66,356 |
| 8 | 49,439 | 50,920 | 52,449 | 54,020 | 55,642 | 57,309 | 59,029 |
| 7 | 43,650 | 44,960 | 46,310 | 47,700 | 49,131 | 50,603 | 52,120 |
| 6 | 38,215 | 39,363 | 40,542 | 41,759 | 43,012 | 44,305 | 45,633 |
| 5 | 33,134 | 34,128 | 35,147 | 36,205 | 37,291 | 38,410 | 39,561 |
| 4 | 27,658 | 28,489 | 29,342 | 30,224 | 31,131 | 32,065 | 33,026 |
| 3 | 24,012 | 24,733 | 25,473 | 26,240 | 27,029 | 27,836 | 28,673 |

Effective: July 1, 2019

| Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|--------|--------|--------|--------|--------|--------|--------|
| 9 | 56,544 | 58,240 | 59,987 | 61,788 | 63,642 | 65,554 | 67,517 |
| 8 | 50,304 | 51,811 | 53,367 | 54,966 | 56,616 | 58,312 | 60,062 |
| 7 | 44,414 | 45,747 | 47,121 | 48,535 | 49,991 | 51,488 | 53,032 |
| 6 | 38,884 | 40,052 | 41,252 | 42,490 | 43,764 | 45,080 | 46,432 |
| 5 | 33,713 | 34,726 | 35,762 | 36,839 | 37,944 | 39,082 | 40,253 |
| 4 | 28,142 | 28,988 | 29,855 | 30,753 | 31,676 | 32,626 | 33,604 |
| 3 | 24,432 | 25,165 | 25,919 | 26,699 | 27,502 | 28,324 | 29,175 |

Effective: July 1, 2020

| Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|--------|--------|--------|--------|--------|--------|--------|
| 9 | 57,251 | 58,968 | 60,737 | 62,560 | 64,437 | 66,373 | 68,361 |
| 8 | 50,933 | 52,458 | 54,034 | 55,653 | 57,324 | 59,041 | 60,813 |
| 7 | 44,969 | 46,319 | 47,710 | 49,141 | 50,616 | 52,132 | 53,695 |
| 6 | 39,370 | 40,552 | 41,767 | 43,021 | 44,311 | 45,644 | 47,012 |
| 5 | 34,135 | 35,160 | 36,210 | 37,299 | 38,418 | 39,570 | 40,756 |
| 4 | 28,494 | 29,350 | 30,228 | 31,137 | 32,072 | 33,034 | 34,024 |
| 3 | 24,737 | 25,480 | 26,243 | 27,033 | 27,846 | 28,678 | 29,539 |

Maintenance Employees

Effective: July 1, 2018

| Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------|--------|--------|--------|--------|--------|--------|
| 8 | 25.57 | 26.58 | 27.68 | 28.75 | 29.91 | 31.10 |
| 7 | 23.76 | 24.71 | 25.73 | 26.75 | 27.81 | 28.90 |
| 6 | 20.79 | 21.64 | 22.49 | 23.42 | 24.31 | 25.31 |
| 5 | 18.39 | 18.92 | 19.50 | 20.09 | 20.73 | 21.33 |
| 4 | 15.34 | 15.81 | 16.28 | 16.75 | 17.28 | 17.79 |
| 3 | 13.34 | 13.73 | 14.15 | 14.58 | 15.00 | 15.47 |

Effective: July 1, 2019

| Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------|--------|--------|--------|--------|--------|--------|
| 8 | 26.02 | 27.05 | 28.16 | 29.26 | 30.44 | 31.64 |
| 7 | 24.18 | 25.14 | 26.18 | 27.21 | 28.30 | 29.40 |
| 6 | 21.15 | 22.02 | 22.89 | 23.83 | 24.73 | 25.76 |
| 5 | 18.71 | 19.25 | 19.84 | 20.44 | 21.09 | 21.70 |
| 4 | 15.61 | 16.09 | 16.57 | 17.04 | 17.58 | 18.10 |
| 3 | 13.57 | 13.97 | 14.40 | 14.83 | 15.26 | 15.74 |

Effective: July 1, 2020

| Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------|--------|--------|--------|--------|--------|--------|
| 8 | 26.34 | 27.39 | 28.52 | 29.62 | 30.82 | 32.04 |
| 7 | 24.48 | 25.45 | 26.51 | 27.55 | 28.65 | 29.77 |
| 6 | 21.42 | 22.29 | 23.17 | 24.12 | 25.04 | 26.08 |
| 5 | 18.95 | 19.49 | 20.09 | 20.69 | 21.35 | 21.97 |
| 4 | 15.80 | 16.29 | 16.77 | 17.25 | 17.80 | 18.33 |
| 3 | 13.74 | 14.15 | 14.58 | 15.02 | 15.46 | 15.94 |

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

Flex Credit: April 1, 2020 - \$ 1,800.00; April 1, 2021 - \$1,900.00.

Note: Scale and Flex Credits are prorated for part-time and sessional appointments.

**APPENDIX C - POSITIONS AND LEVELS
NSGEU – Local 81 (MSVU)**

| Position Title | Department | Level |
|--|--|-------|
| Bookstore Cashier | Facilities Management (Bookstore) | 4 |
| Bookstore Clerk | Facilities Management (Bookstore) | 4 |
| Accounts Payable Clerk | Financial Services | 5 |
| Accounts Receivable Clerk | Financial Services | 5 |
| Residence Life Administrator | Student Experience | 5 |
| General Ledger and Accounts Clerk | Financial Services | 5 |
| Member Services Assistant | Athletics & Recreation | 5 |
| Print Shop Technician | Facilities Management (Print Shop) | 5 |
| Records Assistant | Registrar's Office | 5 |
| Receptionist | Faculty of Education | 5 |
| Stock-Room Technician | Chemistry & Physics (Academic Dept.) | 5 |
| Receiving and Distribution Clerk | Facilities Management | 5 |
| Utility Worker | Facilities Management (Maintenance) | 5 |
| Helpdesk Analyst | Information Technology & Services | 5 |
| Functional Support Assistant | Registrar's Office | 5 |
| Administrative Assistant - Academic Department | Academic Department(s) | 6 |
| Administrative Assistant | Registrar's Office | 6 |
| Online User Support Specialist | Teaching and Learning Centre/Online Learning | 6 |
| Conference Coordinator | Facilities Management (Conference Services) | 6 |
| Print Shop Coordinator | Facilities Management (Print Shop) | 6 |
| Buyer-Procurement | Financial Services | 6 |
| Advancement Coordinator | University Relations | 6 |
| Alumnae Relations Coordinator | University Relations | 6 |
| Employer Liaison, Cooperative Education | Cooperative Education | 6 |
| Program Assistant – Teacher Education | Faculty of Education | 6 |
| Program Assistant | Teaching and Learning Centre/Online Learning | 6 |
| Internal Liaison, Cooperative Education | Cooperative Education | 6 |
| Secretary, Facilities Management | Facilities Management | 6 |
| Secretary, Health Services | Student Experience | 6 |
| Library Technician | Library | 6 |
| Weekend & Evening Circulation Supervisor | Library | 6 |
| Art Gallery Technician | Art Gallery | 6 |
| Administrative Assistant | Art Gallery | 6 |

| Position Title | Department | Level |
|--|-------------------------------------|-------|
| Administrative Assistant | University Relations | 7 |
| Administrative Service Analyst | University Relations | 7 |
| Capital Projects Assistant | Facilities Management | 7 |
| Cataloguing Assistant | Library | 7 |
| Client Support Analyst | Information Technology & Services | 7 |
| Curriculum Resource Coordinator | Faculty of Education | 7 |
| Carpenter | Facilities Management (Maintenance) | 7 |
| Restoration Stone Mason | Facilities Management (Maintenance) | 7 |
| Functional Analyst | Registrar's Office | 7 |
| Lab Technician | Biology (Academic Dept.) | 7 |
| Language Lab Supervisor | Modern Languages (Academic Dept.) | 7 |
| Multimedia Technician | Information Technology & Services | 7 |
| Co-coordinator, Resources & Acquisitions | Library | 7 |
| Program & Special Projects Assistant | Faculty of Education | 7 |
| Project Coordinator, Telecommunications Administrator | Information Technology & Services | 7 |
| Reference Assistant | Library | 7 |
| Financial Analyst – Student Accounts | Financial Services | 7 |
| Business Analyst | Information Technology & Services | 8 |
| Electrician | Facilities Management (Maintenance) | 8 |
| Maintenance Working Foreman | Facilities Management (Maintenance) | 8 |
| Network Systems Administrator | Information Technology & Services | 8 |
| Network Telecommunication Specialist | Information Technology & Services | 8 |
| Plumber/Controls Technician | Facilities Management (Maintenance) | 8 |
| Programmer Analyst | Information Technology & Services | 8 |
| Psychology Technician | Psychology (Academic Dept.) | 8 |

This listing is for informational purposes only and is subject to change. If position levels or titles differ from the records in the Department of Human Resources at MSVU, the records in the Department of Human Resources will be considered the authoritative record.

Letter of Understanding – (Maintenance Employees)

BETWEEN

MOUNT SAINT VINCENT UNIVERSITY

AND

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

The parties agree that, as part of the transition of the Maintenance employees to the Nova Scotia Government and General Employees Union, the following will apply for the ten (10) Maintenance staff employed at the signing of the original version of the Letter of Understanding dated July 15, 2010:

The following will apply in lieu of Article 24.8

An Employee who terminates employment with the University shall be entitled to remuneration of the unused portion of accumulated sick and personal leave balances up to the maximum of two-hundred (200) days as set out below:

- a. For employees with less than ten (10) years of service – eight (8) percent of the accumulated leave; or
- b. For employees with ten (10) years of service or more and less than fifteen (15) years of service – ten (10) percent of the accumulated leave; or
- c. For employees with fifteen (15) years of service or more – fifteen (15) percent of the accumulated leave.

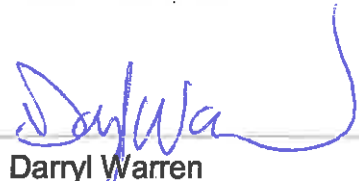
DATED at Halifax, Nova Scotia this *15th* day of *July* 2019.

FOR THE EMPLOYER:



Kim Healy
Director of Human Resources
Chief Negotiator

FOR THE UNION:



Darryl Warren
Chief Negotiator/ERO