

COLLECTIVE AGREEMENT
BETWEEN
MOUNT SAINT VINCENT UNIVERSITY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 721
EFFECTIVE July 1, 2019 to June 30, 2022

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PREAMBLE

This Collective Agreement is entered into on the 25th day of May, 2020.

BY AND BETWEEN:

MOUNT SAINT VINCENT UNIVERSITY,

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

OF THE FIRST PART

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 721,

of 251 Brownlow Avenue, Dartmouth, Nova Scotia, hereinafter referred to as the "Union",

OF THE OTHER PART

WHEREAS by order of the Nova Scotia Labour Relations Board dated February 6, 1989, the Union was certified as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time Maintenance and Housekeeping employees in the employ of the Employer, but excluding Supervisor of Maintenance, Grounds Supervisor, Assistant Supervisor of Housekeeping, Students and those persons excluded by paragraphs (a) and (b) of Sub-section (2) of Section I of the Trade Union Act;

AND WHEREAS the Bargaining Unit has been amended to exclude fulltime and regular part-time Maintenance employees;

AND WHEREAS the recognized Bargaining Agent has been amended by Order of the Nova Scotia Labour Relations Board to I.U.O.E. Local 721;

AND WHEREAS is recognized as the Bargaining Agent of all classifications listed in Schedule "A";

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

ARTICLE 1 RECOGNITION AND UNION SECURITY

1.1 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 dated February 6, 1989, with respect to all matters properly arising under the terms of this Agreement. The Certification Order is attached to this Agreement as Appendix "A".

1.2 For the purposes of this Agreement:

- (a) "Union" means the International Union of Operating Engineers Local 721, Brownlow Avenue Dartmouth Nova Scotia, or such other address as the Employer is notified under the signature of the Recording-Corresponding Secretary of the Union.
- (b) "Employer" or "University" means Mount Saint Vincent University at 166 Bedford Highway, Halifax, Nova Scotia, B3M 2J6.
- (c) "Bargaining Unit" means all full-time or part-time employees hired in the occupational classifications as stated in Schedule "A" or any new classification agreed to during the term of this Agreement.
- (d) "Employee" means a person employed within the Bargaining Unit as described above.
- (e) A "Regular" Employee is one who has successfully completed the probationary period and occupies an on-going full-time or part-time position within the Bargaining Unit.
- (f) A "Full-time" Employee is one who has successfully completed the probationary period and who works a period as described in the Hours of Work Article of this Agreement.
- (g) A "Part-time" Employee is one who has successfully completed the probationary period and who works less hours than a full-time employee.

(h) A "Temporary" Employee is one hired for the purpose of filling a temporary vacancy provided the period of employment does not exceed eight (8) months. The parties agree that extensions up to twenty-four (24) months may be granted if necessary. A temporary Employee is not covered by the terms of this Agreement unless referred to in a specific Article.

Should a temporary Employee be successful in filling the vacancy they shall not be required to undergo an additional probationary period (as per Article 10).

(i) A "Casual" Employee is one hired on a day-to-day basis and is not covered by the terms of this Agreement unless referred to in a specific Article.

(j) A "Student" Employee is one who is currently registered as a student in a secondary or post-secondary institution.

(k) "Probationary period" means the first one thousand and forty (1040) working hours of employment of an Employee covered by the terms of this Collective Agreement.

(l) "Service" means the total unbroken compensated employment with the Employer from the most recent date of hire.

(m) A "Working Day" is any day except Saturday, Sunday, and designated University holidays.

(n) "Days of Work" or "Hours of Work" shall mean the actual days or hours that an Employee is normally scheduled to be at work.

1.3 The University agrees that during the term of this Agreement it is a condition of employment for all present Employees to become and remain members in good standing of the Union. It is also agreed that all new Employees hired subsequent to the date of signing this Agreement shall, within fifteen (15) calendar days of the completion of the probationary period, be required to become and remain a member in good standing of the Union. During this initial probationary period all Employees shall be required to pay Union dues, but not initiation fees.

- 1.4 The Employer will deduct from the pay of each Employee covered by this Agreement, whether or not she/he is a member of the Union, all Union dues and initiation fees, except as noted in 1.3 above. The Union agrees to supply the Employer with the necessary forms to be completed by each Employee upon hiring. Such deductions shall be remitted to the Union prior to the fifteenth (15th) day of the month following that in which deductions were made along with the names of any additions or deletions to the Bargaining Unit. The Union shall forward to the Employer a true extract of all Union minutes with a letter of instruction authorizing deductions for members for any assessments or changes in assessment before the Employer makes deductions.
- 1.5 The Union agrees to indemnify and save harmless the University from any liability arising from the deductions referred to in Article 1.4 above.
- 1.6 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 supply one to each new Employee hired thereafter. The Employer and the Union will share equally the cost of printing such Collective Agreement.
- 1.7 A Member Representative and a member of the Employee's Administrative staff shall jointly interview each new Bargaining Unit Employee for up to thirty (30) minutes within regular working hours without loss of pay, for the purpose of acquainting the new Employee with the benefits and duties of Union membership, and her/his responsibilities and obligations to the Employer and the Union.
- 1.8 It is agreed that part-time and temporary employees shall not be hired if the result would be to reduce the regular working hours or number of full-time employees nor shall they be hired to displace full-time positions.
- 1.9 No member of the Bargaining Unit shall be required or permitted to enter into any agreement with the Employer which is inconsistent with this Agreement.
- 1.10 Managerial staff shall not be assigned to any shift or work ordinarily handled by the Employees covered by this Agreement, except in an emergency.

ARTICLE 2 MANAGEMENT FUNCTIONS

2.1 Subject to the Grievance Procedure, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline Employees subject to the provisions of this Agreement;
- (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) generally to manage and operate Mount Saint Vincent University.

2.2 For the purpose of this Agreement, the representative of the Employer shall be the Director, Facilities Management, or her/his designate.

2.3 Activities Deemed to be Just Cause for Immediate Dismissal:

Without in any way restricting other just causes for discharge, following conduct by any Employee may, at the Employer's discretion, result in the discharge of such Employee and, where the factual basis has been proven, such conduct shall be deemed to be just cause for discharge:

- (a) except in the course of duty being in possession, or consuming alcohol or illegal drugs on the Employer's property;
- (b) reporting for duty, or being on duty, while under the influence of alcohol or illegal drugs;
- (c) refusal of a direct order unless the Employee by following such direct order would be placing the safety of the Employee or others at risk;

- (d) removal from the Employers premises, without written authorization, property of the Employer, or property under the care of the Employer, or property of fellow Employees;
- (e) deliberate abuse or deliberate destruction or knowingly failing to report the deliberate abuse, destruction or theft of Employers property or property under the care of the Employer, or property of other Employees;
- (f) unjustifiably threatening, intimidating, coercing or deliberately causing physical harm to other Employees, clients, or those attending on the Employer's premises with consent of the employer.

ARTICLE 3 NO STRIKES OR LOCK-OUTS

3.1 The Union agrees that there will be no strikes, slow-downs, or other interference of any nature which will stop, curtail, or interfere with work during the term of this Agreement. In the event of any such action taking place, the Union will make a clear recommendation to the Employees involved to return to work and to perform their usual duties and to resort to the Grievance Procedure as established herein.

The University agrees that there shall be no lock-outs of the Employees during the term of this Agreement.

3.2 There shall be no 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 may refuse to cross a lawful picket line established by another Bargaining unit within the University 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.

ARTICLE 4 NO HARASSMENT AND NO DISCRIMINATION

- 4.1 It is agreed that there shall be no discrimination practices with respect to any employee by reason of age; race; colour; religion; creed; sex; sexual orientation; gender identity, gender expression; physical disability or mental ability; 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.
- 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 UNION REPRESENTATIVES AND MEMBER REPRESENTATIVES

- 5.1 The Business Representative of the Union shall have access to University premises following notification to the Director of Facilities Management or her/his designate, to discuss Union business with the Employer and/or Employees, but in no case shall her/his visit interfere with the progress of work.
- 5.2 The Employer and the Union recognize the importance of the Member Representative's role in assisting the Employer's Representative and the Union members in carrying out the provisions of this Agreement. It is, therefore, agreed that the Union may appoint Member Representatives from qualified members of the Union who are Employees of the Employer.
- 5.3 It is understood that the Member Representative's duties shall in no way conflict with her/his duties to the Employer; however, she/he shall be allowed reasonable time off during working hours without loss of pay to assist Employees in processing grievances. This shall not be abused.
- 5.4 Member Representatives or Union Officers will not absent themselves from their regular duties to deal with grievances without first notifying their immediate Supervisor. When resuming their duties, they shall report to their immediate Supervisor.
- 5.5 The Union agrees to keep the Employer informed of its current list of Member Representatives and Business Representatives, and shall within fifteen (15) days of any change, deliver the names, addresses, and telephone numbers to the Director, Facilities Management, or her/his designate.

ARTICLE 6 LABOUR MANAGEMENT COMMITTEE

- 6.1 The parties agree to implement and continue a joint Labour Management Committee for the purpose of facilitating communication on matters of labour relations. The Labour Management Committee shall consist of not more than four (4) representatives from each party 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 a minimum impact on the operations of the department. Employees in attendance shall not suffer any loss of pay for such attendance at Committee meetings.

6.2 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.

ARTICLE 7 GRIEVANCE PROCEDURE

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

(b) The following grievance procedure covers and extends to all Employees of the Employer covered by this Agreement, but does not exclude any Employee who has been discharged or laid-off provided she/he submits her grievance within five (5) working days immediately following her/his most recent discharge or lay-off; such grievance shall be submitted at Step 1. A probationary or temporary employee may be dismissed for any reason at the sole discretion of the Employer.

Informal Procedure

The parties to this Agreement acknowledge the benefits to be derived from discussion of differences as outlined above at the earliest possible time and stage, and, without limiting the availability of the following Grievance Procedure, it shall be discussed at the workplace level with the Employees' Manager with a view to settlement prior to the initiation of the formal Grievance Procedure.

Formal Procedure

Step 1: An Employee alleging a misinterpretation, or a violation of any term of this Collective Agreement, shall meet to discuss the matter with the Department Manager within five (5) working days from the time the

alleged misinterpretation or violation occurred. A Member Representative may accompany and assist the Employee. The Department Manager shall give a decision thereon within five (5) working days of the time of the meeting to discuss the difference(s).

Step 2: If the difference is not decided by the Department Manager, or if the decision is not to the satisfaction of the Employee, the complaint may be submitted in writing within five (5) working days to the Director, Facilities Management or her/his designate, who shall meet the Grievor and Member Representative within five (5) working days after the complaint was referred to her/him. The Director, Facilities Management or her/his designate shall dispose of the complaint in writing within five (5) working days of such meeting. At this Step, the Grievor and the Member Representative may be accompanied by a Union Business Representative. The Director may be accompanied by a representative of the Human Resources Office.

Step 3: If the matter under complaint is not decided by the Director, Facilities Management or her/his designate, or is not to the satisfaction of the Grievor, the complaint may be submitted in writing to the Director, Human Resources within five (5) working days of the time a decision under Step 2 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 by her/him and she/he shall dispose in writing of such complaint (with a copy to the Union Office) within five (5) working days of such meeting.

- 7.2 In order for any grievance to be properly processed, a written grievance shall contain the nature of the grievance and the request for adjustment as well as the griever's name, date of filing and signed by a representative of the Union.
- 7.3 Failing a satisfactory decision under Step 2, an Employee who is considered by the Union to be wrongfully discharged may have the matter referred to arbitration as outlined in Article 8.
- 7.4 When a dispute involving a question of general application or interpretation occurs or where a group of Employees, the Union, or the University has a grievance:

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

If final settlement of the grievance is not completed to the satisfaction of the Employer within five (5) working days of such a meeting, the grievance may be referred to arbitration as provided in Article 8.

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

If final settlement of the grievance is not completed to the satisfaction of the Union within five (5) working days of such a meeting, the grievance may be referred to arbitration as provided in Article 8.

7.5 Failure of a Grievor or the Union or University to initiate or process a grievance to the next Step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Grievor, Union or University on any future similar grievance.

7.6 The parties are committed to the speedy and effective resolution of grievances and accordingly agree that in processing grievances to arbitration they will comply with the step procedure and time limits unless they agree in writing to waive the procedure or extend the time limits.

7.7 In the case of a particular grievance which comes to the level of Steps 1 or 2 of Article 7.1 or Article 7.4 above, a reply favouring the Grievor shall not be altered.

7.8 Mediation

7.8.1 The Parties may, by mutual agreement, request the assistance of a mutually agreed upon qualified mediator or other form of alternative dispute resolution. These include, but are not limited to, the Canadian Joint Grievance Panel and services offered by

the Nova Scotia Department of Labour.

7.8.2 The parties agree that this mediation stage could be entered into by the parties prior to a grievance proceeding to arbitration. A referral to arbitration would be held in abeyance by the parties until such time as the mediation stage would be completed. A grievance could continue to the arbitration stage should the mediation stage not find a solution to the issue.

7.8.3 The mediation process is without prejudice to and without precedent for either party.

7.8.4 The cost of a mediator will be jointly shared by the Parties.

ARTICLE 8 ARBITRATION PROCEDURE

8.1 Failing a decision under the Grievance Procedure Article satisfactory to the complainant, or in the event there is no decision, the matter may be referred to arbitration, with either a Board of Arbitrators or a single Arbitrator appointed as in the following paragraph (a) or (b) as the case may be:

(a) Either party to the Agreement may, within five (5) working days of the date such decision was or should have been made, notify the other party in writing of its desire to refer the dispute to a Board of Arbitration, and it shall, in such notice, name its Representative to the Board. Within five (5) working days of receipt of such notice, the other party shall, in writing, notify the first party of the name of its Representative on the Board. The two Representatives so named shall, within five (5) working days of the appointment of the second of them, meet and select a third person to act as Chairperson of the Board, and in default of their so doing, the Minister of Labour of the Province of Nova Scotia, upon the application of either party, may appoint such third person. If either of the parties shall fail to notify the other party of an appointment of a Representative to the Board within the proper time, the Minister of Labour of the Province of Nova Scotia may, upon application of either party, appoint a person to represent the party in default;

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

- (d) have the power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

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

ARTICLE 9 SENIORITY

9.1 a) Seniority shall mean the length of unbroken employment since date of last appointment by the Employer to a position in the Bargaining Unit. There shall be two (2) recognized types of seniority:

- (1) Bargaining Unit Seniority which shall mean the length of unbroken employment since date of last appointment by the Employer to any position in the Bargaining Unit;

- (2) Classification Seniority which shall mean the length of unbroken employment in a particular classification in the Bargaining Unit since date of last hire to a position in that particular classification.

The application of each of the various forms of seniority shall be identified in the particular Article to which it shall apply. Where the form of seniority is not identified, it shall be deemed to refer to Bargaining Unit Seniority.

(b) An Employee shall lose seniority if the Employee:

- (1) voluntarily quits the employ of the University;
- (2) is discharged and not reinstated;
- (3) retires;

- (4) because of illness is absent for a period in excess of twenty-four (24) months or expiration of the twenty-four (24) month LTD period. This period may be extended, subject to approval by the Employer, for the purpose of meeting the parties' duty to accommodate.
- (c) If an Employee is discharged and is not reinstated, as a result of one of the following clauses, seniority is lost:
- (1) was absent without approval for three (3) days or cannot demonstrate that special circumstances prevented the Employee from reporting to the place of employment;
 - (2) failed to return to work within ten (10) working days after the recall notice is given to the Employee personally or is sent to the Employee by registered mail to the last address on file with the Employer;
 - (3) was laid off for a period in excess of twelve (12) months;
 - (4) overstays a leave of absence granted by the Employer without securing an extension of such leave or uses the leave of absence for purposes other than those for which the leave is granted.
- (d) Temporary employees shall not be entitled to accumulate seniority.
- 9.2 A person on leave of absence without pay from the University shall retain her/his seniority rights while on leave but shall not continue to accumulate seniority for the duration of the leave.
- 9.3 The University shall prepare and post a Seniority List in January of each year (with a copy to the Union Office). Any misunderstandings under this Article must be reported to the Human Resources Office within thirty (30) calendar days of the posting of the Seniority List. Any unresolved discrepancy may be submitted to the Grievance Procedure. If no protest is received, the List shall be deemed valid.
- 9.4 In cases where job performance, skill, ability, experience and training, as determined by the Employer, are equal, Bargaining Unit seniority will

be the deciding factor in promotions, demotions, lateral transfers, layoffs or recalls.

ARTICLE 10 PROBATIONARY PERIOD

10.1 Probationary employees shall mean those Employees hired to occupy a full-time or part-time position and have not completed their probationary period.

10.2 The probationary period is defined in Article 1.2 (k) as the first one thousand and forty (1040) working hours of employment of an Employee covered by the terms of this Collective Agreement. Any overtime earned will be included in probationary hours.

10.3 A review of an Employee's progress shall be continuous throughout the duration of the probationary period. A final review will be completed prior to the end of the probationary period.

10.4 Employees shall have no seniority standing until the successful completion of the probationary period. Upon successful completion of the probationary period, seniority will be the date of appointment.

10.5 The retention or discharge of an Employee, during the probationary period, shall be at the sole discretion of the Employer.

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

11.1 An Employee who has completed her/his probationary period may be discharged for cause as set out in Articles 2 .1, 2.3 or 9.1 (b) 4.

11.2 The official Personnel file shall be kept in the Human Resources Office.

11.3 No employee shall be disciplined except for just cause. Just cause includes, but is not limited to: tardiness, absence from work without prior approval, or misuse of sick leave provisions, or non-performance of job-related tasks to acceptable standard. Depending on the seriousness of the incident, the discipline imposed will be commensurate with the offense. Progressive discipline, if applicable, will normally be applied as follows:

- (a) In the first instance, by written warning or reprimand which does not involve loss of work or pay;
- (b) In the second instance, suspension of employment for a period of three (3) days of work without pay; and
- (c) Subsequent violation may be deemed cause for immediate discharge.

11.4 The record of an Employee shall not be used against her/him at any time after eighteen (18) months of active service following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided another warning or reprimand for a similar infraction has not been given during the eighteen (18) month period. If a second warning is issued for a similar infraction, while the first warning is still on the record, both shall remain on the Personnel file to the expiry of the second warning.

11.5 No Employee shall be required to sign a document she/he deems unfavourable to her/his employment, except to indicate her/his knowledge of such a statement and receipt of a duplicate copy.

11.6 Employee Personnel files shall be available for annual viewing upon request from an Employee provided the Employee gives the Human Resources Office five (5) working days' notice. Employees Personnel file shall be made available for viewing, in cases of discipline, with one (1) working day of notice, upon request of a Representative of the Union. Upon request, at this meeting, copies will be provided to the Employee. Employees shall have the right to have their Union Representative or Member Representative present if they so desire when viewing such Personnel files.

ARTICLE 12 JOB POSTING

12.1 When the Employer decides a vacancy or a new position is to be filled within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position in the designated locations noted in Appendix "B" for five (5) working days. Any applicant from within the Bargaining Unit must make written application within this period.

- 12.2 The Employer shall have the right to fill the position on a temporary basis for a period not exceeding thirty (30) working days until the permanent appointment has been made.
- 12.3 In filling a vacancy in an existing or new position, the qualifications and ability to perform the required functions of the work in question, as determined by the Employer in its judgment, shall be the governing considerations, provided, however, that where all of these factors are equal, Bargaining Unit seniority will govern.
- 12.4 Temporary employees may apply for vacancies as provided herein.
- 12.5 The Employer shall not be prohibited from advertising for persons outside the Bargaining Unit for positions within the Bargaining Unit provided qualified bargaining unit employees are considered.
- 12.6 Within seven (7) calendar days of the date of appointment to the new or vacant position, the Union will be notified of the name of the successful applicant.
- 12.7 The successful applicant shall serve a thirty (30) working day assessment period in the new position. If during such assessment period either the Employer deems her/him not satisfactory in the job posted or the Employee wishes to revert to her/his former position, then in either case such Employee shall revert to her/his former position without loss of seniority or other benefits.
- 12.8 In the event that positions of a supervisory nature associated with the Bargaining Unit become available, the Employer agrees to post the position. Staffing will take place according to procedures established for management positions within the University. Applicants from within the Bargaining Unit shall be given an opportunity to submit their applications for such vacancy.
- 12.9 In the event position descriptions are substantially changed, the Union will be notified within seven (7) calendar days, and if the Union so requests, the Employer agrees to meet with the Union to explain its decision.

ARTICLE 13 LAY-OFF

- 13.1 An Employee may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of the function or the re-organization of the function. Where Employees are to be laid off, the Employer will advise the Union as soon as reasonably possible after the change appears probable. The University shall endeavour to facilitate the re-location of Employees so affected by job elimination to other positions within the University.
- 13.2 When lay-offs become necessary in a particular classification, Employees in that classification shall be laid off in the reverse order of Bargaining Unit seniority, and no additional Employee shall be engaged to do work covered by this Agreement until those laid off less than twelve (12) months have been given the opportunity of re-employment in the order of their Bargaining Unit seniority and consistent with their ability to perform the work required.
- 13.3 It is agreed that a regular Employee who has received notice of lay-off may apply, within five (5) working days of receipt of such notice, to displace another Employee who has less Bargaining Unit seniority. If the applicant holds the necessary provincial certification (where applicable) and is qualified, willing and able to perform the duties of the more junior Employee, as determined by the Employer, she/he shall assume that position at the rate specified for it without interruption of employment. In this event, it is understood that the more junior Employee shall receive notice of lay-off.
- 13.4 The University agrees that no member of the Union shall be laid off due to contracting out of work covered by this Collective Agreement, or due to work carried out for the purposes of instruction.
- 13.5 Except in the most extraordinary emergency circumstances, the Employer shall give regular full-time and regular part-time employees who are to be laid off the maximum possible notice, with a minimum of twenty (20) working days' notice, or pay in lieu of such notice.

Before laying off any Employee, the University shall make every effort to find employment for the person concerned in some other area of the University, consistent with their ability to perform the work required.

13.6 In the event of lay-off, casual or temporary employees shall be laid off before any regular Employees.

ARTICLE 14 HOURS OF WORK

14.1 Custodial Employees

Normally, the regular work day and regular work week for all full-time employees shall be eight (8) hours and forty (40) hours respectively.

- (a) The work week shall normally be five (5) days per week from Monday to Friday exclusive of two (2) days off. An Employee may be scheduled by the University for a regular work week other than Monday to Friday. In such cases, an Employee shall be entitled to two (2) consecutive days off.

- (b) Employees may be scheduled to work shifts to cover a twenty-four (24) hour, seven (7) day work period. 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.

- (c) Employees will normally be given a two (2) week notice in advance of a shift change, except where exceptional circumstances warrant.

- (d) Every Employee shall be entitled to two (2) fifteen (15) minute paid break periods during each work shift, taken approximately half-way through first and second four (4) hour periods. Such breaks shall not be accumulated to be taken together or to result in a shortened work shift.

14.2 Steam Plant Employees

The regular work day and work week for Employees shall be twelve (12) hours per day and an average of forty-two (42) hours per week as determined by the shift schedule posted at the time.

- (a) The shift schedule will be determined by the University in accordance with its operational requirements. The University agrees to provide two (2) weeks' notice to Employees of any changes to the shift schedule.

- (b) Full-time Employees will be paid 40 hours per week even through their regular workweek averages forty-two (42) hours per week (In accordance with Article 14.2.
- (c) The other two hours per week that would normally be paid to Employees will be credited to vacation leave by the University. Employees are entitled to use such leave in accordance with Article 20.
- (d) Employees may exchange scheduled shifts provided there is no additional cost to the Employer and that reasonable advance notice of the intended exchange is given to the Chief Engineer and the Chief Engineer approves the exchange.
- (e) Employees are entitled to a one half (1/2) hour paid meal break and two (2) fifteen (15) minute paid breaks per shift. These breaks may not be accumulated or combined. Employees are not permitted to leave the University campus during these breaks. These breaks may be interrupted by a recall to duty by situations requiring immediate attention.

14.3 A premium of one dollar (\$1.00) per hour will be paid to Employees who work a shift in which 50% or more of the hours fall between 6 p.m. and 6 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.

14.4 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.

14.5 Where necessary, there shall be a wash-up period of up to fifteen (15) minutes prior to the end of each shift.

ARTICLE 15 WAGES

15.1 Attached to and forming part of this Agreement is Schedule "B" covering wages for the three (3) years of this Agreement.

15.2 Whenever possible, starting salaries will be established as follows:

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

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

15.3 On July 1st of each year, regular Employees, as defined in 1.2 (e) and hired prior to July 1, 2016, shall progress to the next step of the salary range for their respective salary grade: unless they were on probation or had been away from the workplace for four (4) months or more, of uncompensated leave during the previous twelve (12) months. Such step increases will not be retroactive.

15.4 On July 1st of each year, new employees, as defined in 1.2 (e) and hired on or after July 1, 2016, shall progress to the next step of the salary range for their respective salary grade subject to the following:

- (a) For satisfactory performance, provided the employee has received a satisfactory annual performance review on or within sixty (60) calendar days. Objectives are not the sole deciding factor for determining satisfactory performance;
- (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 eight (8) months of compensated service during the previous twelve (12) months.

15.5 When an Employee is required to:

(a) work temporarily in a classification paying a lower rate than her/his normal classification while there is work available in her/his own classification, she/he shall be paid his/her normal rate;

(b) work temporarily in a classification paying a higher rate than her/his normal classification, she/he shall be paid the higher rate.

(c) When a Steam Plant Employee is designated by the University as a relief Chief Power Engineer, the Steam Plant Employee shall be responsible for the Steam Plant's operations. The relief Chief Power Engineer shall be paid a premium equal to 10% of her/his regular rate for the number of hours the Chief Power Engineer would normally have been at work during the period in which the Steam Plant Employee has been designated relief Chief Power Engineer.

(d) When a member of the bargaining unit is seconded by the University to a position outside the bargaining unit, the member will be paid at the normal starting salary for the position they have been seconded to, unless otherwise agreed to by the member and the University. The secondment shall be no more than eight (8) months or in the case of a pregnancy or parental leave twelve months, unless otherwise agreed to by the Employer and the Union. During the period of the secondment, the seconded employee shall not participate in Union business, but will be required to pay dues to the union and will have the right to return to their previous position following the completion of secondment.

15.6 When a new regular position to be included in the Bargaining Unit, but not covered in Schedule "A", is established by the University, during the term of this Agreement, the position shall be evaluated for pay purposes in accordance with established position evaluation procedures. The result of the position evaluation process and rate of pay thereby established shall not be subject to Grievance or Arbitration.

15.7 All Employees in the Bargaining Unit are required to use the automatic payroll deposit system.

ARTICLE 16 OVERTIME

16.1 (a) Overtime for full-time non-Steam Plant Employees shall mean all authorized time assigned to and worked by such Employees in excess of the regular hours as noted in Article 14.1.

(b) The parties recognize that a Steam Plant Employee's regularly scheduled shifts will average 42 hours per week over such period as determined by Article 14.2(a). Therefore, any authorized time assigned by the Employer and worked by an Employee in addition to her/his regularly scheduled shifts will constitute overtime under this Article.

(c) The part-time Employee work week will not average more than forty (40) hours per week. In the case of Steam Plant personnel, the part-time Employee work week will not average more than forty-two (42) hours per week in any month. If so, overtime will apply.

16.2 Overtime shall be compensated, either through pay or time in lieu accumulation, with a minimum of four (4) hours at the applicable rate for scheduled overtime. Overtime worked directly preceding or following the normal work day will be compensated at regular overtime rates for actual time worked.

16.3 Full-time Employees will be compensated for the actual hours of overtime worked as follows:

(a) At the rate of one and one-half (1.5) times the hourly rate of pay for all authorized overtime worked:

(1) In excess of the regular work day; and

(2) On a regular day off

(b) At the rate of two (2) times the hourly rate of pay for all authorized overtime worked:

- (1) On holidays as defined by Article 18.1;
 - (2) For Custodial employees, on the 2nd day of rest and consecutive days of rest.
 - (3) For Steam Plant employees, double time will apply to all consecutive days off only after the first overtime shift has been worked at 1 ½ times pay.
- (c) The appropriate rate of overtime will be calculated at the rate when the overtime started, and will remain the same for all the hours worked.

16.4 Overtime hours worked shall be compensated at the rate earned, as per Article 16.3, or upon mutual agreement these hours may be banked. This banked time can be accumulated, or used, provided it does not exceed forty-eight (48) hours for Custodians and sixty (60) hours for Steam Plant Employees. Overtime accumulated must be used in the fiscal year in which it is earned, to be taken by mutual agreement as operational requirements permit

16.5 The University undertakes to provide all reasonable notice of any requirement to work overtime, except in the case of emergencies.

16.6 (a) Within the feasibility of operational requirements and immediate availability of qualified Employees, overtime will be allocated on an equitable basis, through a rotating seniority list.

(b) Part-time Employees are to be included in the overtime voluntary list.

16.7 Without notice prior to the completion of an employees last shift, an Employee who is required to work in excess of two (2) hours beyond her/his normal quitting time shall be paid a meal allowance of up to \$15.00. An Employee who is called back to work on her/his days off, without having received at least four (4) hours advance notice, will be paid a meal allowance of up to fifteen dollars (\$15.00) after four (4) hours worked.

Such meal allowance will be refunded within a reasonable time

following the return of a receipt to their supervisor.

ARTICLE 17 CALL-BACK

17.1 Subject to Article 16 Overtime, of this Agreement, when a full-time Employee is called back and reports for work after she/he has left her/his place of work, and such recall has not been scheduled prior to her/his leaving work, she/he shall be paid for a minimum of four (4) hours at the appropriate overtime rate.

17.2 Callouts will be allocated on a fair and equitable basis among qualified Employees, through a rotating seniority list.

ARTICLE 18 HOLIDAYS

18.1 On each of the following holidays, or for any other day proclaimed as a general holiday by the Provincial Government, a regular, full-time Employee shall receive her/his regular hourly rate of pay times eight (8) hours:

New Year's Day
Heritage Day
Good Friday
Easter Monday
Victoria Day
Canada Day

First Monday in August
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

18.2 With the exception of the Steam Plant Employees, when a paid holiday occurs on a day of rest, the University shall designate an alternate day off. Steam Plant Employees will be paid eight (8) hours for holidays occurring on their day off.

18.3 When a paid holiday coincides with an Employee's scheduled day off, other than the first or second day of rest, the Employee shall be given an alternate day off within thirty (30) calendar days at a time of her/his choice, with the approval of the Department Manager, or the Employee shall be paid one (1) day's pay at her/his regular rate of pay in lieu of the holiday, at her/his option.

18.4 When a holiday falls within an Employee's scheduled vacation, the day will not be counted as part of the Employee's vacation period.

18.5 (a) A full-time Employee shall be entitled to be paid for a holiday if she/he has worked on a scheduled working day immediately preceding and immediately following a holiday, unless absent on approved leave of absence with pay.

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

ARTICLE 19 DECEMBER HOLIDAY CLOSURE

19.1 For the purpose of this Article, December Holiday closure days are days (excluding Saturdays, Sundays and holidays) designated as days of closure during the December Holiday closure period by the University.

19.2 In the event that the University closes over the December Holiday period for more than the statutory holidays, on days designated as "December Holiday Closure Days", full-time employees will be fully compensated by the University.

19.3 When a part-time Employee has worked 1040 regular hours (or more) in the previous fiscal year they will receive pay for a pro-rated number of hours for each December Holiday Closure day.

ARTICLE 20 VACATIONS

20.1 (a) A full-time Employee shall be entitled to receive annual vacation with pay, as earned on a monthly basis.

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

20.2 Upon termination, an Employee shall be compensated for vacation leave to which she/he is entitled in accordance with this Article; or, an Employee shall reimburse the University for vacation which was taken but to which she/he was not entitled.

20.3 For regular Employees the vacation year will be the fiscal year (April 1 to March 31). Entitlement will be calculated as of April 1 each year.

20.4 Vacation is earned in the following manner:

- (1) Employees will accumulate vacation for the first ten (10) years of service at the rate of ten (10) hours per month up to a maximum of one hundred and twenty (120) hours per fiscal year.
- (2) After ten (10) years of service Employees will accumulate vacation at the rate of 13.28 hours per month up to a maximum of one hundred and sixty (160) hours per fiscal year.
- (3) After twenty (20) years of service Employees will accumulate vacation at the rate of 16.67 hours per month up to a maximum of two hundred hours per fiscal year.

20.5 An Employee appointed on or before the fifteenth (15th) of the month will be entitled to accumulate vacation credits as of the first (1st) of that month. An Employee appointed after the fifteenth (15th) of the month will be entitled to accumulate vacation credits as of the first (1st) of the following month.

20.6 No Employee will be entitled to accumulate vacation credits in any month where they are absent without pay for eighty-eight (88) or more hours of work.

20.7 Vacation entitlements must be used in the year they are accumulated. In exceptional circumstances an Employee may, with the permission of the Manager in writing and in advance, carry forward one (1) weeks' vacation credits into the following year.

20.8 All requests for annual vacation shall be submitted in writing to the department Manager by April 1st with an approved vacation schedule posted by May 1st.

20.9 Where more than one Employee applies for the same vacation time, and operational requirements do not permit, preference shall be given by reference to Bargaining Unit Seniority. Subsequent changes

requested by Employees to scheduled vacation periods will be subject to operational requirements determined by the Employer.

20.10 If an Employee is ill during her/his vacation, such sick days may be charged against her/his sick leave if a proper medical certificate is provided. The Employee shall be entitled to take such days of her/his vacation at a later date convenient to both parties, and subject to the provisions of Article 20.7.

ARTICLE 21 SICK LEAVE

21.1 (a) Each full-time Employee in the Bargaining Unit shall accumulate ten (10) hours of sick leave with pay for each completed calendar month of service.

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 (1st) day of the month. An Employee appointed after the fifteenth (15th) day of the month shall be eligible to begin accumulating sick leave credits from the first (1st) day of the month following the date of appointment. Sick leave credits shall accumulate up to a maximum of one hundred and seventy-five (175) working days and are reduced by any time missed by the Employee due to illness or injury.

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 30 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 a leave of absence without pay or to suspension from duty or if the employee is on a paid sick leave/injury on duty leave.

(b) For part-time Employees the sick time entitlement will be accumulated at the time it is earned, prorated based on the hours worked.

- 21.2 In all cases of absence for medical reasons, the Employee shall notify the Manager or her/his designate of her/his possible absence not later than one (1) hour before the commencement of her/his normal starting time. Employees absent from duty for medical reasons shall submit to the Manager or her/his designate, at the first opportunity, an application for sick leave on the appropriate form, as provided stating the nature of the medical reasons. This form will be sent by the Manager to the Human Resources Office.
- 21.3 After five (5) working days of absence for medical reasons, the Employee shall ensure that suitable medical evidence from a licensed physician outlining the functional limitations preventing the employee from performing her/his duties, including the anticipated date of return to work, is forwarded to Human Resources. Human Resources may require that a fitness to return to work assessment be completed by a licensed physician and submitted before his/her return to work.
- 21.4 Where the Employer has reason to believe that sick leave provisions are being misused, an employee may be required by his/her Managing Supervisor to provide Human Resources with suitable medical evidence from a licensed physician outlining the functional limitations preventing the employee from performing her/his duties, including the anticipated date of return to work, to support any claim for sick leave up to five (5) days.
- 21.5 Failure to provide appropriate medical evidence in accordance with Articles 21.3 and 21.4 will result in deduction from an employee's pay for the time absent from work. Misuse of sick leave provisions may result in disciplinary action in accordance with Article 11.
- 21.6 At the Employer's discretion, Employees who are absent from duty, because of illness or injury, who are requested to participate in a "Return to Work Program" will be expected to do so.
- 21.7 Employees may use sick leave for the purposes of attending appointments with medical doctors, dentists, or physiotherapist. Employees shall make every effort to schedule such appointments outside normal working hours. The University reserves the right to request proof of such attendance.

21.8 Sick leave and vacation credits are not interchangeable.

21.9 Sick leave credits are reduced by the actual amount of time lost from work by the Employee due to illness or injury.

21.10 Probationary Employees are not entitled to paid leave for absences due to illness. All absences due to illness are considered to be leave of absences without pay. After the successful completion of the probationary period the Employee will be entitled to the prorated number of credits appropriate to the probationary period and in keeping with the date of the month the Employee was hired.

21.11 When an Employee reports to work following extended sick leave up to twenty-four (24) months, she/he shall resume work in the same or comparable position to that which she/he held prior to the commencement of her/his sick leave, provided a minimum of two (2) weeks advance notice of her/his return is given.

21.12 An Employee who terminates her/his employment with the University shall be entitled to remuneration of the unused portion of accumulated sick and personal leave.

This remuneration will be applied in the following manner:

- (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, but 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.

21.13 The Human Resources Office shall advise the Department Managers in writing once each fiscal year of the accumulated sick leave credits for each Employee in the respective department, and the Employees, upon request, shall be notified by the Department Manager.

ARTICLE 22 INJURY ON DUTY LEAVE

- 22.1 The parties agree that injury on duty shall be understood to mean an injury suffered by Employees during the course of their employment while engaged in work for the Employer or while on the Employer's premises consistent with reporting to and from work.
- 22.2 All work-related injuries must be reported to the immediate Supervisor, on an Incident and Injury form, by the Employee or a witness, within five (5) working days following the injury or as soon as reasonably possible.
- 22.3 The employee must submit suitable medical evidence from a legally qualified health professional to support the claim.
- 22.4 At the Employer's discretion, employees who are absent from duty, because of injury on duty, who are requested to participate in a "Return to Work Program" will do so.
- 22.5 Any member of the Bargaining Unit who is injured during the performance of her/his duties shall be paid her/his full salary while disabled due to the injury for up to seventeen (17) weeks.
- 22.6 For the purposes of this Article any part-time Employees will be compensated for work lost as a result of an injury on duty as specified in Article 22.1.
- 22.7 Employees on leave of absence due to injury on duty shall not suffer any loss of seniority while off work.

ARTICLE 23 BEREAVEMENT LEAVE

- 23.1 In the event of the death of a spouse, child, stepchild, parent, step-parent, brother or sister, an Employee so bereaved shall be allowed leave with pay not to exceed seven (7) working days, commencing the date of the death. The University may extend this leave to cover the day of the funeral.
- 23.2 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, commencing the date of the death. The University may extend this leave to cover the day of the funeral.

23.3 In the event of the death outlined in Article 23.1 or Article 23.2, where an employee is on vacation at the time of the bereavement leave, the employee shall be granted bereavement and be credited the appropriate number of days in their vacation bank.

23.4 An Employee may be allowed one (1) day leave with pay to attend the funeral of a relative other than those specified in Articles 23.1 and 23.2, above and including an uncle, aunt, cousin, niece, nephew, of the Employee.

ARTICLE 24 PERSONAL LEAVE BANK

24.1 (a) On April 1st of each year, an employee who has completed one full year of service will have two (2) days added to their Personal Leave Bank.

Following one complete year of employment and based on the fiscal year, each full-time Employee who has a minimum of 48 hours of accumulated sick leave and does not use more than fifty-six (56) hours of sick leave per fiscal year will accumulate thirty-two (32) hours in a "Personal Leave Bank".

On an annual basis that employee may also transfer up to two (2) days from her sick leave bank to her Personal Leave Bank.

(b) For part-time Employees the Personal Leave requirements and accumulation will be prorated based on the hours worked.

24.2 The "Personal Leave Bank" shall accumulate up to a maximum of twenty-five (25) working days.

24.3 This leave will accumulate from year to year and will be kept by Human Resources.

ARTICLE 25 PERSONAL LEAVE

25.1 Personal Obligation Days may be scheduled off, each fiscal year, by

Employees as long as such requests for leave are approved by the Employee's Manager. An employee must accumulate and maintain a minimum of forty-eight (48) hours in their Personal Leave Bank to allow for leave as outlined in Article 25.1 (a) and 25.1 (b) prior to submitting any request for leave under 25.1 (c) and 25.1 (d). This leave will be granted and charged against the "Personal Leave Bank" (article 24) as follows:

- (a) A leave of absence with pay will be granted to an Employee covered by this Collective Agreement in the event of an illness of a child, spouse or parent of the Employee, when no other person is available to attend to the needs of the sick person. This leave will be granted for a total of up to a maximum of seven (7) days of work per fiscal year.
- (b) A two-day (2) leave for emergencies such as, but not restricted to: fire or floods.
- (c) One Personal Obligation Day can be taken by each member of the bargaining unit *and*;
- (d) Two additional Personal Obligation Days can be taken by each member of the bargaining unit who meets the requirements as outlined in 25.1.

25.2 Personal Leave Days can be used as sick leave (as per Article 21) should no other sick leave be available to the Employee.

25.3 Should no other sick leave be available to the employee, Personal Leave Days can be used for the purposes of attending appointments with medical doctors, dentists, or physiotherapists. Employees shall make every effort to schedule such appointments outside normal working hours. The University reserves the right to request proof of such attendance.

ARTICLE 26 SPECIAL LEAVE

26.1 (a) Requests for leaves not referred to in another article of the collective agreement may be requested and considered on the merit of their circumstances. These leaves, if granted, shall be given with or without pay at the Employer's discretion.

- (a) When an Employee is authorized by the Director, Facilities Management to attend conferences, seminars or meetings on behalf of the University, time-off with pay shall be granted. All authorized expenses shall be paid by the University for travel, meals, and accommodation in accordance with the University policy. Overtime provisions as noted by the terms of this Agreement shall not apply.
- (c) The parties to this Agreement recognize the opportunities that may be available to its Employees by way of in-house training programs. Therefore, should funding and workplace requirements provide, interested Employees shall be encouraged to enroll 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.

ARTICLE 27 PREGNANCY AND PARENTAL LEAVE

27.1 General

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

27.2 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 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.

27.3 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, she/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.

27.4 Supplemental Unemployment Insurance Plan (SUB Plan)

- (a) An Employee who has been with the University for one (1) year and commences pregnancy or parental/adoption leave pursuant to this agreement and who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits, is entitled to salary top-up.
- (b) The Employer shall provide a SUB Plan benefit 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 leave 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.
- (c) An employee eligible for a SUB Plan benefit shall retain and accrue seniority and shall be eligible to 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.

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

27.5 Leave for Birth or Adoption of a Child

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

ARTICLE 28 COURT LEAVE

Leave of absence with pay shall be given to every Employee, other than an Employee on leave of absence without pay, who is required to:

- 28.1 (a) serve on a jury
- (b) by subpoena or summons to attend as a witness in any proceedings held:
- (1) In or under the authority of a court; or
 - (2) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (c) to attend their own divorce and/or child custody proceedings. In which case two (2) days, sixteen (16) hours, per fiscal year will be granted. This time may not be accumulated.
- 28.2 The leave of absence from their regular shift will be approved only for those hours the Employee is actually required to be present at the court or other hearing, as well as a reasonable amount of time to travel to and from the court or other hearing.
- 28.3 The Employer will require a copy of the subpoena, or other court document, which requires the Employee's presence prior to approving the leave of absence with pay.
- 28.4 An Employee covered by this Collective Agreement who is served with a subpoena or other court document requiring the Employee to appear as a witness in a court proceeding or other hearing required by law, shall be entitled to retain any per diem monies received as reimbursement for expenses incurred during the course of the court appearance.

ARTICLE 29 POLITICAL LEAVE

- 29.1 The University recognizes the right of every citizen to enter political life if she/he so desires. However, proper regard must be paid to the administrative, technical and service needs of the University. Leave of absence without pay will be granted to an Employee seeking election to public office in the Parliament of Canada or Nova Scotia Legislature.
- 29.2 The length of leave may vary but shall not exceed the period from the date of official filing of nominations to a date seven (7) days after the election.
- 29.3 In the event of a candidate being defeated she/he will be entitled to resume her normal duties.
- 29.4 In the event of the candidate being elected to the Parliament of Canada or the Nova Scotia Legislature, she/he will be granted a leave of absence without pay for the term for which she/he was elected. At the end of this time, if she/he contests a second election and is successful, she/he will be required to resign her/his position. If she/he is not re-elected or does not wish to stand again, she/he will be entitled to resume her/his employment with the University but there is no guarantee of reinstatement in her/his former position.

ARTICLE 30 LEAVE OF ABSENCE WITHOUT PAY

- 30.1 When the operational requirements of a department permit, an Employee may be granted a leave of absence without pay, not normally exceeding ninety (90) calendar days in any one (1) fiscal year.
- 30.2 All requests for leave of absence must be submitted in writing at least ten (10) working days prior to the commencement of the leave and are subject to approval of the Director, Facilities Management and the Director of Human Resources. Leave for the sole purpose of securing full-time employment elsewhere shall not be approved.
- 30.3 Employees on leave of absence without pay shall retain their seniority rights but shall not continue to accumulate seniority while on leave without pay.

30.4 Any changes to the approved dates of leave of absence without pay shall be made with prior approval of the Director, Facilities Management and the Director of Human Resources.

30.5 Subject to the conditions of the University's Group Insurance Plan, Employees may continue their coverage as outlined in the benefit plans, while on a leave of absence without pay. The Employee must arrange and pay for this coverage prior to the commencement of the leave.

ARTICLE 30 (b) – COMPASSIONATE CARE LEAVE

30b.1 An employee who has been employed for a period of at least three (3) 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 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.

30b.2 For the purposes of this article, eligible family members are as defined in the Compassionate Care Leave legislation.

30b.3 For the period of leave, 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 payment of this coverage in advance of the leave.

30b.4 An Employee shall advise the Employer as soon as possible of any intent to take a leave of absence under this article.

30b.5 An Employee on compassionate care leave shall give written notice to the Employer of their intention to return to work as soon as possible.

ARTICLE 31 DOMESTIC VIOLENCE LEAVE

31.1 The Employer and IUOE 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 (3) 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) day 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 (1) day taken as paid or unpaid leave, is counted as one full day of leave as 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 (2) 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 the 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 FOR UNION ACTIVITIES

32.1 Whenever possible, and on reasonable notice, Employees who have been elected to responsible positions within the Union, shall be entitled to special leave without pay for attendance at Executive meetings or to attend conventions, provided that the Employees arrange among themselves for shift substitution, that such special leaves can be taken without cost to the Employer, and that such special leave for Convention purposes shall not exceed five (5) person days per year.

ARTICLE 33 HEALTH AND SAFETY

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

33.2 Time off will be allowed for attendance at the Joint Occupational Health and Safety Committee meeting held during the designated Employee's regularly scheduled hours of work. The parties agree the designated Employees shall be compensated at regular rates of pay for all meeting time. Overtime and other premium payments will not be paid for attendance at meetings, or parts thereof, held outside the designated Employee's regularly scheduled hours of work.

- 33.3 The safety of its Employees is a primary concern of the University. The University shall provide a safe work environment and shall provide protective clothing, equipment and related training to Employees, as deemed appropriate, to ensure Employee safety in the performance of position duties. Negligence or failure by an Employee to comply with rules and procedures established by the Employer with respect to health and safety may be the subject of disciplinary action.
- 33.4 Employees required to complete safety courses will be given time off from the workplace or be paid at straight time rates to attend same, as required by the University. Other costs will be reimbursed as per Article 26.1 (b).

ARTICLE 34 COMMITTEE REPRESENTATION

- 34.1 The University encourages Employee participation on University Committees, provided the Employee obtains approval from the Manager or her/his designate prior to attending such meetings, and shall suffer no loss of regular wages as a result of such attendance.
- 34.2 The need for the University to provide service shall, at all time, take precedence over Committee obligations.
- 34.3 Employees, at their option, shall receive straight time pay, time in lieu of pay, or time banked for representation on University approved committees.

ARTICLE 35 EMPLOYEE BENEFIT PROGRAMS

- 35.1 The University agrees to provide benefits for all IUOE Employees in the University Group Life Insurance Plan and Long Term Disability Plan, subject to the eligibility requirements of the Plans. All eligible employees, as outlined in the Benefit Plans shall be required, as a condition of employment, to participate in the Benefit Plans.
- 35.2 The Employer agrees to pay premiums for an additional one hundred thousand dollars (\$100,000) of Accidental Death and Dismemberment insurance for the members of this Bargaining Unit, up to age 70 or as may change by the service provider from time-to-time.

- 35.3 The University agrees to maintain a Benefits Users Committee. The Bargaining Unit shall have one representative on this Committee. The Union shall designate a member to be their representative on this Committee. A copy of the Terms of Reference for this committee will be made available to the Union upon request.
- 35.4 The plan includes extended health, drug, dental and emergency medical travel coverage subject to the eligibility requirements of the plan.
- 35.5 As per Schedule B, the University will contribute annual amounts to the employee benefit program, allocated on a per month basis.

ARTICLE 36 PENSION PLAN

- 36.1 Subject to the provisions of this Article, the Employer shall maintain the Pension Plan (the "Plan") with the same terms as provided to all other employees of the University.
- 36.2 A University Pension Governance Board (PGB) exists and the Union has representation on this committee. A copy of the Regulations and Rules of Procedure of the PGB will be made available to the Union upon request.
- 36.3 The University provides access to a Defined Contribution/Group Registered Retirement pension plan for all Employees. The terms and conditions of the plan are available through the Human Resources Department. The plan is mandatory for all new Employees hired after January 1, 1997. Annually, the contribution rate can be changed through application to Human Resources.

The Employer shall contribute an amount to the plan equal to the member's contribution to a maximum of 7.5%. Member contributions may be selected from a range of 3% to 7.5%, in 0.5% intervals. Members may make contributions in excess of 7.5% to the maximum allowed by government regulations which are not matched by the Employer. Members may arrange additional contributions based on their individual contribution room. The total amount contributed by

members and the Employer for each calendar year shall not exceed the maximum contribution allowed under the terms of the Income Tax Act.

ARTICLE 37 BENEFIT & BINDING

37.1 This Agreement and everything contained herein shall insure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

ARTICLE 38 GENERAL

38.1 The University agrees to provide space for necessary meetings of the Union to be held, with minimum impact on the Employer, providing space is available on campus to a maximum of six (6) times per year. Notification to the Employer is required to affect this.

38.2 The University agrees that the Union may post notices of Union business in designated locations noted in Appendix "B".

38.3 Members of the Bargaining Unit are entitled to benefits under the Tuition Fee Reduction Policy. A copy may be obtained from the Human Resources Office.

38.4 The University in consultation with representatives of the Union undertakes to develop a Performance Appraisal System. Once established the Performance Appraisal System will be administered by the Manager. Performance Appraisal shall not be subject to appeal, grievance or arbitration, unless there is a financial penalty attached to a negative review.

ARTICLE 39 SEVERANCE

39.1 All I.U.O.E. members shall have access to severance as outlined in the University Severance Policy. Such policy shall at least include language reflective of Labour Standards.

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

ARTICLE 40 UNIFORM PROVISIONS

- 40.1 The University will provide each Employee per fiscal year with approved uniforms required for the performance of their duties, to a maximum cost of two hundred dollars (\$200.00). Employees will be given 90 days to complete the process.
- 40.2 The University will provide each Employee per fiscal year with C.S.A. approved footwear/insoles required for the performance of their duties to a maximum cost of two hundred (\$200.00). Employees will be given 90 days to complete the process.
- 40.3 The employer retains the right to determine the make, style, colour of all uniform pieces.

ARTICLE 41 PERFORMANCE DEVELOPMENT AND REVIEW

- 41.1 The University will administer a performance development and review system.
- 41.2 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 42 DURATION OF THE AGREEMENT

- 42.1 All negotiated changes in the Collective Agreement are effective from the date of ratification, by the Union, until the thirtieth (30th) day of June, 2022, with the following exceptions:
- (1) Wages - negotiated increases to the wage rates are retroactive to the effective date for all paid hours, including overtime, for those employed as of date of signing.

(2) Items agreed to, in writing, at negotiations prior to the Collective Agreement being ratified.

42.2 Either party may, within the period of sixty (60) calendar days prior to the expiry of this Agreement, give notice in writing to the other party of its desire to bargain with a view to a renewal or a revision of this Collective Agreement.

42.3 This Collective Agreement shall remain in full force and effect until such time as agreement has been reached with respect to renewal or revision or until such time as a legal strike or lockout occurs.

ARTICLE 43 LICENSE AND QUALIFICATIONS

43.1 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 expenses directly related to obtaining the license or certification.

IN WITNESS WHEREOF the parties hereunto set their hands and affix their seals by the hands of their proper signing Officers on the _____ day of _____, 2020.

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

SIGNED AND SEALED in the presence of:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 721

Don Dixon
Chief Negotiator

George Greencorn

Frank Symonds

Richard Smith

MOUNT SAINT VINCENT UNIVERSITY

Dr. Mary Bluechardt
President & Vice-Chancellor

Kim Healy
Chief Negotiator

Rick Walkden

Devin Peterson

Stephanie Girard

Amanda Mossman

SCHEDULE "A"

POSITION CLASSIFICATIONS

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

Steam Plant

Steam Plant Employee Level 8
Shift Power Engineer/Maintenance Level 8

Custodial Services

Lead Hand	Level 5
Custodian	Level 4

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

SCHEDULE "B" WAGE SCHEDULES

Wage Schedule July 1, 2019 - June 30, 2020

LEVEL			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
8	Steam Plant	Chief Engineer	\$32.30	\$33.64	\$34.94	\$36.34	\$37.78
8			\$26.92	\$28.03	\$29.12	\$30.28	\$31.48
7			\$25.01	\$26.04	\$27.08	\$28.15	\$29.26
6			\$21.91	\$22.78	\$23.70	\$24.61	\$25.63
5	Custodial Lead Hand		\$19.16	\$19.74	\$20.34	\$20.99	\$21.59
4	Custodial		\$16.01	\$16.48	\$16.96	\$17.50	\$18.02
3			\$13.90	\$14.32	\$14.76	\$15.17	\$15.65

Wage Schedule July 1, 2020 - June 30, 2021

LEVEL			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
8	Steam Plant	Chief Engineer	\$32.79	\$34.15	\$35.47	\$36.88	\$38.34
8			\$27.32	\$28.45	\$29.56	\$30.73	\$31.95
7			\$25.39	\$26.44	\$27.49	\$28.57	\$29.70
6			\$22.24	\$23.12	\$24.06	\$24.98	\$26.01
5	Custodial Lead Hand		\$19.45	\$20.04	\$20.65	\$21.31	\$21.91
4	Custodial		\$16.25	\$16.73	\$17.22	\$17.76	\$18.29
3			\$14.10	\$14.54	\$14.98	\$15.40	\$15.89

Wage Schedule July 1, 2021 - June 30, 2022

LEVEL			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
8	Steam Plant	Chief Engineer	\$33.28	\$34.66	\$36.00	\$37.43	\$38.91
8			\$27.73	\$28.88	\$30.00	\$31.19	\$32.43
7			\$25.77	\$26.84	\$27.90	\$29.00	\$30.15
6			\$22.58	\$23.47	\$24.42	\$25.36	\$26.40
5	Custodial Lead Hand		\$19.74	\$20.34	\$20.96	\$21.63	\$22.24
4	Custodial		\$16.49	\$16.98	\$17.48	\$18.03	\$18.56
3			\$14.32	\$14.76	\$15.20	\$15.63	\$16.13

Flex Credit:

April 1, 2019 - \$1700
April 1, 2020 - \$1800
April 1, 2021 - \$1900

APPENDIX "A"

(Original to be inserted here)

APPENDIX "B"

LOCATION FOR POSTING BOARDS

Evaristus Lounge
Seton Lounge
Steam Plant
McCain

APPENDIX “C”

This Appendix only applies to Employees of the Steam Plant

**Letter of Understanding
Between
Mount Saint Vincent University
And
International Union of Operating Engineers, Local 721**

The parties agree that, as part of the transition to providing a shift premium for Steam Plant Employees in accordance with Article 14.3 of this agreement, the following procedures for the initial implementation of shift premium will apply:

- In lieu of implementing a system for tracking which of an employee's shifts qualify for the shift premium, all Steam Plant Employees eligible for this premium will receive a premium rate of \$0.50 for all hours worked.
- This premium will represent the full entitlement to shift premiums for Steam Plant Employees as outlined in Article 14.3.
- This agreement will apply to Steam Plant Employees working a regular shift schedule for which half of their shifts would normally be eligible for the shift premium. Employees working a different schedule, or whose individual circumstances require a change to scheduling, may be required to track their shifts in order to be eligible for the shift premium.

This agreement is without prejudice or precedent and can be revoked at any time by either party, subject to continued compliance with Article 14.3.

Signed:

Mount Saint Vincent University

IUOE, Local 721

Date