

**COLLECTIVE AGREEMENT**

**between**

**MOUNT SAINT VINCENT UNIVERSITY**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**Local 721 - Security**

**Effective: July 1, 2019 to June 30, 2022**

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## PREAMBLE

This Collective Agreement is entered into on the 16th day of July, 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 Lower Sackville, in the County of Halifax, Province of Nova Scotia, hereinafter referred to as the "Union",

### OF THE OTHER PART

WHEREAS by order of the Nova Scotia Labour Relations Board dated April 30, 1991, the Union was certified as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees employed at Mount Saint Vincent University, Halifax, Nova Scotia, as general security and traffic control but excluding the Chief of Security and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act, being Chapter 475 of the Revised Statutes of Nova Scotia 1989;

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

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

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

1.1 It is the desire of both parties to this Collective Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
- (c) To encourage efficiency in operation.

1.2 It is desirable that methods of bargaining and matters pertaining to the conditions of employment be drawn up in a Collective Agreement. Now, therefore, the parties agree as follows:

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

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

## **ARTICLE 3 DEFINITIONS**

3.1 For the purposes of this Collective Agreement:

- (a) "Employer" or "University" means Mount Saint Vincent University at 166 Bedford Highway, Halifax, Nova Scotia, B3M 2J6;

- (b) "Union" means the International Union of Operating Engineers, Local 721, at 251 Brownlow Avenue, Dartmouth, Nova Scotia B3B 2A9., or such other address as the Employer is notified under the signature of the Recording-Corresponding Secretary of the Union;
- (c) "Bargaining Unit" means all full-time and regular part-time employees employed at Mount Saint Vincent University, Halifax, Nova Scotia, as general security, switchboard, traffic control and parking clerk, Security Patrol, Security Dispatch but excluding the Managing Supervisor, temporary employees as defined at Article 3.1(h) and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act, being Chapter 475 of the Revised Statutes of Nova Scotia 1989;
- (d) "Employee" means a person employed within the Bargaining Unit as described above;
- (e) A "Regular" employee is one who has successfully completed the probationary period and occupies an on-going full-time or part-time position within the Bargaining Unit;
- (f) A "Full-time" employee is one who has successfully completed the probationary period and who works a period as described in the Article 18.1 of this Collective Agreement;
- (g) A "Part-time" employee is one who has successfully completed the probationary period and who works less than a full-time employee.
- (h) A "Temporary" employee is one hired for the purpose of replacing a bargaining unit employee who is on an approved leave of absence, provided the period of employment does not exceed twelve (12) months. The parties agree that an extension up to twenty-four (24) months may be granted by mutual agreement. A temporary employee is not covered by the terms of this Agreement unless referred to in a specific Article.

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

- (i) A "Casual" employee is one hired on a day-to-day basis and is not covered by the terms of this Collective Agreement unless referred to in a specific Article;
- (j) "Probationary period" means the first one thousand forty (1040) hours of work of an employee covered by the terms of this Collective Agreement;
- (k) "Service" means the length of unbroken employment with the Employer, whether or not within the Bargaining Unit, commencing the date of hire by the Employer;
- (l) "Bargaining Unit seniority" shall mean the length of unbroken employment since date of last appointment by the Employer to any position in the Bargaining Unit;
- (m) "Classification seniority" shall mean the length of unbroken employment in a particular classification in the Bargaining Unit since date of last hire to a position in that particular classification;
- (n) "Overtime" for employees shall mean all authorized time assigned to and worked by such employees in excess of the regular hours as noted in Article 18;
- (o) "Working days" shall mean Monday to Friday, and excluding weekends and Statutory Holidays; and
- (p) "Days of Work" or "Hours of Work" shall mean the actual days or hours that an employee is normally scheduled to be at work.

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

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

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

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

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

- 6.1 The Union recognizes and acknowledges that the management of the University and direction of the work force are fixed exclusively in the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
  - (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, suspend, discipline, establish complement, direct, bond, classify, reclassify, test, train, transfer, promote, demote, lay off, retire and rehire or assign employees;
  - (c) set standards for evaluation and appraisal and to review absenteeism of employees;
  - (d) for just cause, to discharge, suspend, demote, disciplinary warn, orally counsel or otherwise discipline employees;
  - (e) to make, enforce and alter, from time to time, rules and regulations to be observed by the employee;
  - (f) to determine the nature and kind of business conducted by the Employer, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the



contents of jobs, the schedules, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which, unless specifically limited by this agreement, shall remain solely with the Employer.

- 6.2 The Union acknowledges that the Employer must seek to secure and sustain maximum productivity from each employee and preserve, promote and improve economy and quality and quantity of work performed and that employees shall render efficient and diligent service.
- 6.3 The Employer shall not exercise its management rights set out in this Article in a manner inconsistent with the other express provisions of this Collective Agreement.

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

- 6.4 Without in any way restricting other just causes for discharge, the 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, under the influence of alcohol or illegal drugs;
  - (c) refusal of a direct order unless the employee by following such direct order would be placing the safety of the employee or others seriously at risk;
  - (d) removal from the Employer's premises, without 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 Employer's property or property under the care of the Employer, or property of other employees;
- (f) deliberately falsifying records, reports, or other acts of fraud;
- (g) deliberate disclosure of confidential information regarding the business of the Employer or its clients; and
- (h) unjustifiably threatening, intimidating, coercing or deliberately causing physical harm to other employees, clients, or those attending on the Employer's premises with consent of the Employer.

## **ARTICLE 7 NO STRIKES OR LOCK OUTS**

- 7.1 The Union agrees that there will be no strikes, slowdowns, or other interference of any nature which will stop, curtail, or interfere with work during the term of this Collective Agreement. In the event of any such action by the employees taking place, the Union will instruct the employees involved to return to work and/or perform their usual duties.
- 7.2 The Employer agrees that there will be no lock outs of the employees covered by this Collective Agreement, during the term of this Agreement.
- 7.3 In view of the grievance and arbitration procedure provided in this agreement, it is agreed by both the Union and the Employer that there shall be no strikes or lockouts as defined in the Trade Union Act nor shall there be any stoppages of work, slowdowns or picketing, during the term of this agreement.

## **ARTICLE 8 NO HARASSMENT AND NO DISCRIMINATION**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 It is understood and agreed that, notwithstanding Article 8.1 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 9 UNION REPRESENTATION**

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

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

## **ARTICLE 10 LABOUR MANAGEMENT COMMITTEE**

- 10.1 The Employer and the Union agree to establish and continue a joint Labour Management Committee for the purpose of facilitating communication on matters of employee relations.
- 10.2 The Labour Management Committee shall consist of not more than four (4) representatives from each party, as so chosen by each party.
- 10.3 Meetings will be held twice per year, and on such other occasions as are deemed appropriate. Requests for meetings may be made by either party by submitting an agenda at least five (5) working days in advance of the requested meeting. Meetings will be timed so as to have minimum impact on the operation of the department. Employees shall suffer no loss of pay for attendance at meetings; neither will they be paid any premium payments for attending.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

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

employees of the Employer covered by this Collective Agreement, but does not exclude any employee who has been discharged or laid-off provided the individual submits a grievance within five (5) working days immediately following the most recent discharge or lay-off; such grievance shall be submitted at Step 1. The termination of a probationary employee is not considered a proper subject for grievance. A probationary employee may be dismissed for any reason at the sole discretion of the Employer.

- (b) The parties to this Collective Agreement acknowledge the benefits to be derived from discussion of differences as outlined above at the earliest possible time and stage, and, without limiting the availability of the following formal Grievance Procedure, it is recommended that any differences be discussed at the workplace level with the employee's first-line/immediate Supervisor, with a view to settlement prior to the initiation of such formal Grievance Procedure.

**Informal Procedure:**

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

**Formal Procedure:**

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

the designate shall respond to the complaint in writing within five (5) working days of such meeting. At this Step, the Grievor and the Union Steward may be accompanied by a Union Business Representative.

Step 2: If the matter under complaint is not decided by the Director, Facilities Management, or designate, or is not to the satisfaction of the Grievor, the complaint may be submitted in writing to the Director, Human Resources, or designate, within 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 in the Human Resources Office and shall respond in writing to such complaint within five (5) working days of such meeting.

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

11.3 **Policy Grievances**

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

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

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

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

Employer to consider the grievance.

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

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

#### 11.8 **Mediation**

- 11.8.1 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.



- 11.8.2 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.
- 11.8.3 The mediation process is without prejudice to and without precedent for either party.
- 11.8.4 The cost of a mediator will be jointly shared by the Parties.

## **ARTICLE 12 ARBITRATION PROCEDURE**

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

Nova Scotia may, upon application of either party, appoint a person to represent the party in default;

- (b) If both parties agree, a single Arbitrator may be used instead of a three (3) member Arbitration Board.

- 12.2 On selection, the Chair of the Arbitration Board or the single Arbitrator shall, with all possible dispatch, arrange for the case to be heard. The Chair of the Arbitration Board or the single Arbitrator shall render a written decision with all possible dispatch and, in any event, within thirty (30) calendar days following the hearing.
- 12.3 Each of the parties shall bear the cost of the Arbitrator appointed by it, and shall jointly bear the cost of the Chair of the Arbitration Board or of the single Arbitrator.
- 12.4 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.5 No matter may be submitted to arbitration which has not been processed according to the Grievance Procedure.
- 12.6 The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Collective Agreement, nor to alter, modify or amend any part of this Agreement.
- 12.7 The proceedings of the Arbitrator or Arbitration Board will be expedited by the parties thereto. The decision of the Arbitrator, or in the case of an Arbitration Board, the decision of the majority of the Board, will be final and binding upon the parties hereto and the employee(s) concerned.
- 12.8 In the event of an arbitration concerning an alleged unjust discharge or alleged unjust discipline of an employee, the Arbitrator shall:
  - (a) confirm or modify the Employer's action in dismissing or disciplining the regular employee; or

- (b) reinstate the employee with full compensation for the time lost; or
- (c) decide upon any other arrangement which may be deemed just and equitable in the circumstances; or
- (d) have the power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

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

## **ARTICLE 13 SENIORITY**

13.1 The two (2) types of seniority recognized by this Collective Agreement are defined in Article 3.

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

- (1) voluntarily quits the employ of the University;
- (2) is discharged and not reinstated;
- (3) retires;
- (4) because of illness is absent for a period in excess of twenty-four (24) months; This period may be extended, subject to approval by the Employer, for the purpose of meeting the parties' duty to accommodate.

(b) If an employee is discharged and is not reinstated, as a result of

one of the following clauses, seniority is lost:

- (1) was absent without leave and cannot demonstrate that special circumstances prevented the employee from reporting to the place of work;
- (2) failed to report to work within ten (10) working days after the recall notice is given to the employee personally or is sent to the employee by registered mail to the last address on file with the Employer;
- (3) was laid off for a period in excess of twelve (12) months;
- (4) used a leave of absence for a reason other than that approved by the Employer (see Article 34 on Leave); or

13.3 Credit for regular part-time employees shall be given on a prorated basis.

13.4 An employee on leave of absence without pay from the University shall retain seniority while on leave, but shall not accumulate seniority for the duration of the leave.

13.5 A current seniority list shall be posted by the Employer in January of each year and a copy sent to the Union and shall contain the date of the employee's hire and the length of the employee's Employer, Bargaining Unit and Classification seniority.

13.6 In cases where job performance, skill, ability, experience, training and physical fitness, as determined by the Employer, are equal, Bargaining Unit seniority will be the deciding factor in promotions, demotions, lateral transfers, layoffs or recalls. It is understood that physical fitness relative to other applicants shall not be a factor if an employee has been injured in the course of performing duties for the Employer, provided however the employee's level of physical fitness is such that the employee can meet any related requirements in the position for which the employee applied.

## **ARTICLE 14 PROBATIONARY PERIOD**

- 14.1 Probationary employees shall mean those employees hired to occupy a full-time or part-time position and have not completed their probationary period.
- 14.2 The probationary period is defined in Article 3.1 as the first one thousand forty (1040) working hours of employment.
- 14.3 A review of an employee's progress shall be continuous throughout the duration of the probationary period. A final review will be completed prior to the end of the probationary period.
- 14.4 The probationary period may be extended by the amount of time lost as a result of all paid and unpaid absences occurring during the probationary period.
- 14.5 Employees shall have no Bargaining Unit seniority standing until the successful completion of the probationary period. Upon successful completion of the probationary period, Bargaining Unit seniority will be the date of appointment.
- 14.6 The retention or discharge of an employee, during the probationary period, shall be at the sole discretion of the Employer.

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

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

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

- 15.2 No employee shall be disciplined except for just cause. Just cause includes, but is not limited to: tardiness, absence from work without prior approval, 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) working days without pay; and
- (c) Subsequent violation may be deemed cause for immediate discharge.

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

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

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

## **ARTICLE 16 JOB POSTINGS**

- 16.1 When the Employer determines that a vacancy or new position within the Bargaining Unit is to be filled, the Employer shall post notice of the vacancy in the Security Office and on the central Human Resources Office bulletin board for five (5) working days. Any applicant from within the Bargaining Unit must make written application within that time.
- 16.2 The Employer shall not be prohibited from advertising for persons outside the Bargaining Unit for positions within the Bargaining Unit.
- 16.3 When a vacancy exists within the bargaining unit, the position will be offered to the current members of the bargaining unit who apply and have relevant experience, skill, ability and positive performance, as determined by the Employer, in order of seniority. Only positions left vacant after internal transfers will be posted.
- 16.4 The successful internal Bargaining Unit applicant shall be given a trial assessment period of up to thirty (30) days unless the Employer and employee agree otherwise. If during the assessment period, the Employer determines the applicant is unsatisfactory in the new job classification, or if 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 will revert back to that of the former position.

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

- 17.1 An employee may be laid off because of technological changes, shortage of work, shortage of funds, the discontinuation of the function, or the reorganization of the function.
- 17.2 When employees are to be laid off, the Employer will advise the Union as soon as reasonably possible after the change appears probable.
- 17.3 When layoffs become necessary in a particular classification,

employees in that classification shall be laid off according to the Bargaining Unit seniority provisions of Article 13.

- 17.4 Additional employees shall not be engaged to do work in the job classification of a laid off employee covered by this Collective Agreement until any members of the Bargaining Unit laid off less than twelve (12) months have been recalled in reverse order of lay off.
- 17.5 It is agreed that a regular employee who has received notice of lay off may apply, within five (5) working days of the receipt of such a notice, to displace another employee who has less Bargaining Unit seniority, when the applicant has the necessary qualifications, is willing and able to perform the duties of the junior employee, as determined by the Employer, the applicant shall assume the position at the rate specified for it without interruption of employment. In this event, it is understood that the junior employee shall receive notice of lay off.
- 17.6 The Employer shall endeavour to facilitate the relocation of employees so affected by job elimination to other positions within the University.
- 17.7 Except in the most extraordinary emergency circumstances, the Employer shall give regular, full-time and regular part-time employees who are to be laid off the maximum possible notice, with a minimum of twenty (20) working days' notice, or pay in lieu of such notice.
- 17.8 The University agrees that no member of the Union shall be laid off due to contracting out of work covered by this Collective Agreement, or due to work carried out for the purposes of instruction.

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

- 18.1 (a) The normal work week shall consist of forty (40) hours per week and shall commence at 0001 hours Saturday and follow through to 2400 hours on the next Friday. Nothing herein shall constitute a guarantee of hours per week or per day.
- (b) The part-time employee's hours of work will be up to twelve (12)



consecutive hours per day. If the hours are beyond this Article 21 (Overtime) would apply.

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

- 18.8 With respect to rotating shifts, day, evening and night duty will be assigned to full-time employees as equitably as possible.
- 18.9 Employees will not be scheduled to work more than six (6) consecutive shifts between days off.
- 18.10 Staff coverage will be maintained, satisfactory to the Employer, during all shift changeovers.

## **ARTICLE 19 BREAKS**

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

## **ARTICLE 20 WAGES**

- 20.1 Attached to and forming part of this Collective Agreement is Appendix A covering wages for the duration of this Agreement.
- 20.2 On July 1st of each year, non-probationary regular employees, as defined in 3.1(e), shall progress to 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. 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 1<sup>st</sup> of that year; and
- (d) Where the employee has at least eight (8) months of compensated service during the previous twelve (12) months.

20.3 When a new regular position is to be included in the Bargaining Unit, but not covered in Appendix A, is established by the University, during the terms of this Collective Agreement, the position shall be evaluated for pay purposes in accordance with established position evaluation procedures. The University will have meaningful discussion and explanation with the union during the rate setting process. The position evaluation process and rates of pay established by the Employer shall not be subject to grievance and arbitration.

20.4 Whenever possible, starting salaries will be established as follows.

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

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

(c) at a rate below (a) or (b) described above.

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

20.6 All employees shall use the automatic payroll deposit system.

## **ARTICLE 21 OVERTIME**

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

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

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

(2) on the first (1st), third (3rd), fifth (5th), seventh (7th), etcetera regular days off in any continuous series of regular days off;

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

(1) on holidays as defined by Article 24;

(2) on the second (2nd), fourth (4th), sixth (6th), eighth (8th), etcetera regular days off in any continuous series of regular days off.

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

- 21.3 An employee who is required to work in excess of two (2) hours beyond her/his normal quitting time shall be paid a meal allowance of up to \$14.00. 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 \$14.00 after four (4) hours worked.

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

## **ARTICLE 22 BANKED TIME**

- 22.1 An Employee required to work overtime shall have the option of banking the time at the rate earned. This banked time can be accumulated, or used, provided it does not exceed fifty-six (56) hours.
- 22.2 Banked time must be used in the fiscal year in which it was earned, to be taken by mutual agreement, as operational requirements permit.
- 22.3 Banked time not taken within the fiscal year (ending March 31<sup>st</sup>) will be paid at the rate at which it was earned.

### Lieu Time

- 22.4 Full-time employees, who work a rotating 12 hour schedule, will be paid 40 hours per week even though their regular workweek averages forty-two (42) hours per week. Full-time employees will have the option of having these two hours per week paid out, or put into a "lieu time" bank in accordance with the procedures of Article 22.5.
- 22.5 By April 1 of each year, each full-time employee will inform the Managing Supervisor, in writing on the appropriate form, whether the other two hours per week will be paid out, or put into a "lieu time" bank. If the employee chooses to have the two hours placed in the "lieu time" bank it will be governed by the provisions of Articles 22.6

and 22.7. The decision to have the two hours paid out or put into a lieu time bank shall be in effect for twelve (12) months.

22.6 When the lieu time totals to an amount greater than twelve (12) hours an Employee can request time off, under the following conditions:

- (a) Normally, time off will only be granted for full shifts (12 hours).
- (b) Employees who accumulate more than ninety-six (96) hours will be required to take time off. This time off will be scheduled within the next 4 weeks.
- (c) If an Employee accumulates more than one hundred and four (104) hours they will be scheduled off their next four-day cycle (in their schedule).

22.7 These requests off will be granted in the following manner:

- (a) Where more than one Employee applies for the same time off preference shall be given by bargaining unit seniority.
- (b) Such lieu time must be used in the fiscal year it is accumulated (April 1). An Employee may, with the permission of the Managing Supervisor, in writing, and in advance, carry forward twenty-four (24) hours into the following year. Such time carried forward must be used before June 1st of that year.
- (c) All requests for lieu time off will be subject to operational requirements and shall not be unreasonably denied.
- (d) Subsequent changes requested by an Employee to scheduled lieu time off will be subject to operational requirements, as determined by the University and shall not be unreasonably denied.

22.8 If an Employee ceases being an Employee of the University any money left outstanding (either owed to the University or the Employee) will be balanced.

## **ARTICLE 23 CALL BACK**

23.1 When a full-time employee has been called back and reports to work, after leaving the work place and prior to the normal commencement time of the next scheduled shift, and the return to work was not scheduled prior to the time the employee left work, the employee shall be paid for a minimum of four (4) hours.

23.2 Payment for call back will be at the appropriate overtime rate as outlined in Article 21.

## **ARTICLE 24 HOLIDAYS**

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

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

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

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

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

- 24.3 When a holiday as outlined at 24.1 above occurs during the period of an employee's scheduled vacation, the employee will be deemed to have taken the holiday on the holiday and a vacation credit will apply.
- 24.4 Employees not required for assigned shifts on a holiday will be scheduled off on the actual holiday. No other premium payments will be owed to that employee in those circumstances.
- 24.5 Where a holiday falls on a Saturday or Sunday and is observed on the preceding Friday or the following Monday, employees covered by this Collective Agreement will receive the payments noted in 24.2 above for the actual holiday, not the day on which it is observed by others.
- 24.6 An employee shall be entitled to be paid for a holiday if the employee has worked on a scheduled working day immediately preceding and immediately following a holiday, unless absent on approved leave of absence with pay.
- 24.7 For the purposes of this Article December Closure days are days (excluding Saturdays, Sundays and Holidays) designated as days of closure, during the December Closure period, by the University.

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

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

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



## **ARTICLE 25 VACATION**

25.1 A full-time employee shall be entitled to receive annual vacation with pay, as earned on a monthly basis

- (a) each year for the first ten (10) years of service at the rate of one and one-quarter (1.25) days per month up to a maximum of fifteen (15) days, or one hundred twenty (120) hours, per fiscal year.
- (b) each year after ten (10) years of service at the rate of one and two-thirds (1.66) days per month up to a maximum of twenty (20) days, or one hundred sixty (160) hours, per fiscal year.
- (c) For each year after twenty (20) years of service (240 months) at a rate of one (1) additional day (8 hours) per year worked up to a maximum of twenty-five (25) working days (200 hours).
- (d) For part-time employees the vacation entitlement will be paid at the time it is earned, prorated based on the hours worked.

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

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

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

25.4 Vacation entitlements must be used in the year they are accumulated. In exceptional circumstances a full-time Employee may,

with the permission of the Manager in writing and in advance, carry forward thirty-six (36) hours of vacation credits into the following year. This vacation must be used by June 30 of the next year.

- 25.5 Whenever possible, all requests for annual vacation will be submitted in writing to the Managing Supervisor by April 1st with an approved vacation schedule posted by May 1st. All requests for vacation will be subject to operational requirements determined by the Employer and shall not be unreasonably denied.
- 25.6 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, as well as all requests received after April 1, will be subject to operational requirements determined by the Employer and shall not be unreasonably denied.
- 25.7 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.

## **ARTICLE 26 SICK LEAVE**

- 26.1 (a) Each full-time Employee in the Bargaining Unit shall be granted 10 (ten) hours of sick leave with pay for each completed calendar month of service.
- (b) For part-time employees the sick time entitlement will be accumulated at the time it is earned, prorated based on the hours worked.
- 26.2 An employee appointed on or before the fifteenth (15th) of the month will be entitled to accumulate sick leave credits as of the first (1st) of that month. An employee appointed after the fifteenth (15th) of the month will be entitled to accumulate sick leave credits as of the first (1st) of the following month.

- 26.3 No sick leave credits will accumulate for a month if an employee misses eleven (11), or more, working days in the calendar month due to a leave of absence without pay (see Article 34 for definition of Leave of Absence without Pay) or to suspension from duty or if the employee is on paid sick leave.
- 26.4 Sick leave credits can be accumulated up to a maximum of one hundred and seventy-five (175) days of work or one thousand four hundred (1400) hours of work.
- 26.5 Sick leave credits are reduced by the actual amount of time lost from work by the employee due to illness.
- 26.6 In all cases of absence for medical reasons, the Employee shall notify the Managing Supervisor, or her / his designate, of her / his possible absence as soon as possible, but not later than one (1) hour before the commencement of her / his normal start time.
- 26.7 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.
- 26.8 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.
- 26.9 Failure to provide appropriate medical evidence in accordance with Articles 26.7 and 26.8 may result in deduction from an employee's pay for the time absent from work. Misuse of sick leave provisions may result in disciplinary action.

26.10 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.

26.11 An Employee who terminates her/his employment with the University after five (5) full years of service shall be entitled to remuneration to the extent of eight percent (8%) of the unused portion of accumulated sick and personal leave.

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

27.1 All work related injuries must be reported to the immediate supervisor or the Managing Supervisor by the employee as soon as reasonable possible following the injury.

27.2 The employee must submit suitable medical evidence from a legally qualified practitioner to support the claim.

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

- a) The University will submit three names of legally qualified practitioners to the employee.
- b) Within three days of (a) the Employee will select one name from the list and submit same to the University.
- c) The employee will then be required to undergo, a medical examination by the physician selected in (b) to support the claim. Such medical examination will be paid for by the University.

27.3 At the Employers discretion, employees who are absent from duty, because of illness or injury, who are requested to participate in a

“Return to Work Program” will do so.

- 27.4 (a) Any full-time member of the Bargaining Unit who is injured during the performance of duties at work shall be paid regular wages, while disabled due to the injury, based on forty (40) hours per week for up to seventeen (17) weeks.
- (b) Any Part-Time employee who is injured during the performance of duties at work shall be paid for regular shifts that the employee would have worked (if not injured), while disabled due to the injury, for up to seventeen (17) weeks.
- 27.5 Employees on leave of absence due to injury shall not suffer any loss of seniority while off work.

## **ARTICLE 28 BEREAVEMENT LEAVE**

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

## **ARTICLE 29 PERSONAL LEAVE BANK**

29.1 Following one complete year of employment and based on the fiscal year, each full-time employee who has a minimum of 48 hours of accumulated sick leave and does not use more than sixty-four (64) hours of sick leave per fiscal year will accumulate twenty-four (24) hours in a "Personal Leave Bank".

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

29.2 For part-time employees the Personal Leave requirements and accumulation will be prorated based on the hours worked.

29.3 The "Personal Leave Bank" shall accumulate up to a maximum of twenty-five (25) days of work or two hundred (200) hours of work.

29.4 This Personal Leave Bank will accumulate from year to year and will be kept by Human Resources.

## **ARTICLE 30 PERSONAL LEAVE**

30.1 Personal Leave will be granted to an Employee covered by this Collective Agreement in the event of an illness of a child, spouse, parent or parent-in-law of the Employee, when no other person is available to attend to the needs of the sick person. This leave will be granted for a total of up to a maximum of five (5) days of work per fiscal year. Requests for such leaves must be approved by the Employee's Managing Supervisor and will be charged to the Personal Leave Bank (Article 29).

30.2 A two (2) day leave for emergencies such as, but not restricted to: fire or floods, shall be granted and charged against the Personal Leave Bank (Article 29). Requests for such leave shall be approved by an Employee's Managing Supervisor.

30.3 Personal Obligation Time may be scheduled off, each fiscal year, by

Employees as long as such requests for leave are approved by the Employee's Managing Supervisor. This leave will be granted and charged against the Personal Leave Bank (Article 29) as follows:

- (a) Twelve (12) hours of Personal Obligation Time can be taken by each member of the bargaining unit *and*;
- (b) An additional twelve (12) hours of Personal Obligation Time can be taken by each member of the bargaining unit who accumulates twenty-four (24) hours in the "Personal Leave Bank" (as per Article 29).

30.4 Personal Leave Days can be used as sick leave (as per Article 26) should no other sick leave be available to the employee.

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

### **General**

31. 1 In accordance with legislation, each employee is entitled to a maximum combined unpaid pregnancy and parental leave of seventy-seven (77) weeks.

### **Pregnancy Leave**

- 31.2 (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 return to work in the same or comparable position to that which she held prior to the commencement of the leave.

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

- 31.3 (a) An employee who 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.

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

- 31.4 (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 s/he has applied for and is eligible to receive employment insurance (E.I.) benefits, is entitled to salary top-up.
- (b) The Employer shall provide a SUB Plan benefit 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 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 exiting 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 benefits 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*.

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

- 31.5 (a) On the birth or adoption of a child, the parent who has not applied for parental leave benefits or is not in receipt of Employment Insurance benefits, and who has been employed for more than one year, shall be granted special leave with pay up to a

maximum of five (5) working days. The leave shall be arranged in consultation with the Managing Supervisor and the Director, Human Resources and must be taken within four (4) months of the birth or adoption. Notice of the intention to take such leave shall be given as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave. Should the Employee later decide to apply for parental/adoption leave benefits, the benefit from the Employer shall be reduced by any days already taken pursuant to this sub-article.

## **ARTICLE 32 COURT LEAVE**

- 32.1 An employee covered by this Collective Agreement who is served with a subpoena or other court document requiring the employee to appear as a witness in a court proceeding or other hearing required by law which is not work related, or to serve jury duty, shall be given a leave of absence with pay.
- 32.2 The leave of absence from their regular shift will be approved only for those hours the employee is actually required to be present at the court or other hearing, as well as a reasonable amount of time to travel to and from the court or other hearing.
- 32.3 The Employer will require a copy of the subpoena, or other court document, which requires the employee's presence prior to approving the leave of absence with pay.
- 32.4 An employee covered by this Collective Agreement who is served with a subpoena or other court document requiring the employee to appear as a witness in a court proceeding or other hearing required by law, shall be entitled to retain any per diem monies received as reimbursement for expenses incurred during the course of the court appearance.

## **ARTICLE 33 WORK RELATED COURT APPEARANCES**

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

## **ARTICLE 33(b) COMPASSIONATE CARE LEAVE**

- 33b.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 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.
- 33b.2 For the purposes of this article, eligible family members are as

defined in the Compassionate Care Leave Legislation.

33b.3 For the period of, 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.

33b.4 An Employee shall advise the Employer as soon as possible of any intention to take a leave of absence under this article.

33b.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 34 DOMESTIC VIOLENCE LEAVE**

34.1 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:

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

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

34.2 The Employer will provide paid leave for up to five (5) days in each calendar year for leaves outlined in Article 34.1 in accordance with the Domestic Violence Leave legislation as follows:

34.2.1 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.

34.3 Any part of one (1) day taken as paid or unpaid leave, is counted as

one (1) full day of leave outlined in 34.1.1.

- 34.4 For the purpose of this article, eligible family members are as defined In the Domestic Violence Leave legislation.
- 34.5 The Employer shall respect the confidentiality of an employee experiencing domestic violence.
- 34.6 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.
- 34.7 An employee shall advise the Employer in writing as soon as possible of their intention to take Domestic Violence Leave under Article 34. 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.
- 34.8 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.
- 34.9 Where an employee reports for work upon the expirations 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 35 LEAVE OF ABSENCE WITHOUT PAY**

- 35.1 The Employer may at its discretion, subject to operational requirements, grant a leave of absence without pay. The duration of the leave of absence without pay shall not normally exceed six (6) consecutive months during the fiscal year.

- 35.2 All requests for leaves of absence without pay must be submitted in writing at least twenty (20) working days prior to the commencement of the leave.
- 35.3 All leaves of absence without pay require the approval of the Managing Supervisor and the Director, Human Resources.
- 35.4 Employees on leaves of absence without pay will retain their seniority but will cease to accumulate seniority while on leave of absence without pay.
- 35.5 Any changes in the approved dates of the leave of absence require the prior approval of the Managing Supervisor and the Director, Human Resources.
- 35.6 Subject to the conditions of the University's Group Insurance Plan, employees may continue their coverage as outlined in the benefit plan, while on a leave of absence without pay. The employee must arrange and pay for this coverage prior to the commencement of the leave.

## **ARTICLE 36 COMMITTEE REPRESENTATION**

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

## **ARTICLE 37 CONFERENCES AND SEMINARS**

- 37.1 When an employee covered by this Collective Agreement is authorized to attend a conference, seminar or meeting on behalf of the Employer,

the Employer will grant such time off with pay as is required for attendance at the conference, seminar or meeting.

- 37.2 Where the conference, seminar or meeting is not within the normal commuting distance to the work place, the Employer shall also grant such time off with pay as is reasonably required to travel to and from the conference, seminar or meeting when it is necessary to travel in what would otherwise be a regularly scheduled shift.
- 37.3 Overtime as noted in this Collective Agreement shall not apply to Article 36.
- 37.4 The Employer will reimburse the employee for all reasonable expenses incurred for travel, meals and accommodation in accordance with the University's policy at the time the expenses were incurred.
- 37.5 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. This will not include courses required by the Employer as a condition of employment for new Employees.

## **ARTICLE 38 LEAVE FOR UNION ACTIVITIES**

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

## **ARTICLE 39 OTHER LEAVE**

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



## **ARTICLE 40 HEALTH AND SAFETY**

- 40.1 In accordance with the Occupational Health and Safety Act of Nova Scotia, the Bargaining Unit will have representation on the University's Joint Occupational Health and Safety Committee. The Bargaining Unit shall designate a member to be their representative on this Committee.
- 40.2 Time off with pay and without loss of credit will be allowed for attendance at the Joint Occupational Health and Safety Committee meeting held during the designated employee's regularly scheduled hours of work. Overtime and other premium payments will not be paid for attendance at meetings, or parts thereof, held outside the designated employee's regularly scheduled hours of work.
- 40.3 The parties agree to study and develop recommendations with respect to the establishment of a fitness program for members of the Bargaining Unit; examining matters such as standards, criteria, sanctions, ongoing monitoring/testing and other related issues

## **ARTICLE 41 BENEFIT PLAN**

- 41.1 (a) The University agrees to provide a mandatory Flexible Benefits Program for all eligible employees, in the bargaining unit, as outlined in the Mount Benefits Program, and subject to the eligibility requirements of the Plans. The Program includes Basic Life Insurance, Long Term Disability Plan and Basic Accidental Death and Dismemberment insurance. All eligible employees, as outlined in the Benefit Plans shall be required, as a condition of employment, to participate in the Benefit Program.
- (b) In addition to 40.1 (a) the Employer agrees to provide one hundred thousand dollars (\$100,000) of Accidental Death and Dismemberment insurance for the members of this Bargaining Unit, up to age 70, or as may change from the benefits provider from time-to-time.
- 41.2 The University agrees to maintain a Benefits Users Committee. The

Bargaining Unit shall have one representative on this Committee. The Union shall designate a member to be their representative on this Committee. A copy of the Terms of Reference for this committee will be made available to the Union upon request.

41.3 The plan covers extended health, drug, dental and emergency medical travel insurance.

41.4 As per Appendix A, The University will contribute annual amounts to the employee benefit program, allocated over 24 pay periods.

## **ARTICLE 42 SEVERANCE**

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

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

## **ARTICLE 43 PENSION PLAN**

43.1 Subject to the provisions of this Article, the Employer shall maintain the Pension Plan (the "Plan") in force on January 1, 1998, with the same terms as provided to all other employees of the University.

43.2 A University Pension Governance Board exists and the Union has representation on this committee. A copy of the mandate of this committee will be made available to the Union upon request.

43.3 The University provides access to a Defined Contribution/Group Registered Retirement pension plan for all eligible employees. The terms and conditions of the plan are available through the Human Resources Department. The plan is mandatory for all new Employees hired after January 1, 1997. Contributions can be selected from a range of 3% to 7½%, in ½% intervals. Annually, the contribution rate can be changed through application to Human Resources.

## **ARTICLE 44 TUITION REDUCTION POLICY**

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

## **ARTICLE 45 PERFORMANCE DEVELOPMENT & REVIEW**

45.1 The University will administer a performance development and review system.

45.2 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 46 BENEFIT AND BINDING**

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

## **ARTICLE 47 DURATION OF THE COLLECTIVE AGREEMENT**

47.1 All negotiated changes in the Collective Agreement are effective from the date of ratification, by the Union, until the thirtieth (30<sup>th</sup>) day of June, 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.

- 47.2 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.
- 47.3 This Collective Agreement shall remain in full force and effect until such time as agreement has been reached with respect to renewal or revision or until such time as a legal strike or lockout occurs.

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

SIGNED AND SEALED in the presence of:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 721

\_\_\_\_\_  
Don Dixon  
Chief Negotiator

\_\_\_\_\_  
Dana Godsoe

\_\_\_\_\_  
Ian Worrall

MOUNT SAINT VINCENT UNIVERSITY

\_\_\_\_\_  
Dr. Mary Bluechardt  
President & Vice-Chancellor

\_\_\_\_\_  
Kim Healy  
Chief Negotiator

\_\_\_\_\_  
Stephanie Patey

\_\_\_\_\_  
Stephanie Girard

\_\_\_\_\_  
Amanda Mossman

## **APPENDIX A CLASSIFICATIONS and LEVELS**

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

### **Wage Scales:**

#### **Wage Schedule July 1, 2019 to June 30, 2020**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Security Patrol</b>	16.97	18.03	18.55	19.13	19.73
<b>Dispatch Supervisor</b>	16.97	18.03	18.55	19.13	19.73
<b>Security Dispatch</b>	15.29	15.70	16.19	16.69	17.20

#### **Wage Schedule July 1, 2020 to June 30, 2021**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Security Patrol</b>	17.16	18.23	18.76	19.34	19.95
<b>Dispatch Supervisor</b>	17.16	18.23	18.76	19.34	19.95
<b>Security Dispatch</b>	15.46	15.87	16.37	16.87	17.39

#### **Wage Schedule July 1, 2021 to June 30, 2022**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Security Patrol</b>	17.37	18.46	18.99	19.58	20.20
<b>Dispatch Supervisor</b>	17.37	18.46	18.99	19.58	20.20
<b>Security Dispatch</b>	15.65	16.07	16.57	17.08	17.61

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

Flex Credit: July 1, 2019 – June 30, 2021      \$1,550 + 4%

\* As of April 2019, the Flex Credit will be established once per year, on April 1<sup>st</sup> by using the following formula:

(Basic Hourly Wage x 2080 x 4%) + \$1,550 basic amount.

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

For example:

A full-time Patrol Officer, Step 3 on April 1, 2019 would be calculated as:

$$(\$17.92 \times 2080 \times 4\%) + \$1550 \text{ or } \underline{\$2,741.18}$$

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

$$\$2,741.18 \times 75\% \text{ or } \underline{\$2,055.89}$$

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

## APPENDIX B - CERTIFICATION ORDER

1



L.R.B. No. 3712  
(Sec. 23)

### LABOUR RELATIONS BOARD NOVA SCOTIA

IN THE MATTER of the Trade Union Act of Nova Scotia, and  
IN THE MATTER of International Union of Operating Engineers  
Local 968 B  
P.O. Box 419  
Lower Sackville, Nova Scotia B4C 2T2      Applicant  
-and-  
Mount Saint Vincent University  
150 Bedford Highway  
Halifax, Nova Scotia B3M 2J6      Respondant

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on March 11, 1991, for Certification of the Applicant as bargaining agent pursuant to the Trade Union Act;

AND the Board having conducted a vote on March 18, 1991, in accordance with Section 25 (1) of the Trade Union Act;


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

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

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

THEREFORE, the Labour Relations Board (Nova Scotia) does hereby certify the International Union of Operating Engineers, Local 968 B, Lower Sackville, Nova Scotia as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees employed at Mount Saint Vincent University, Halifax, Nova Scotia, as general security and traffic control but excluding the Chief of Security and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act, being Chapter 475 of the Revised Statutes of Nova Scotia 1989.

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) AT HALIFAX, DATED THIS THIRTIETH DAY OF APRIL 1991, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.

  
E.W. Horne  
Chief Executive Officer



## **APPENDIX C - UNIFORM PROVISIONS**

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

### **Security Patrol Employees:**

To be provided to probationary Patrol employees:

- 3 shirts
- 3 pants
- 1 Footwear

To be provided annually:

- 2 shirts
- 2 pants
- 1 Footwear

To be provided, as required:

- 1 three season jacket
- 1 rain coat
- 1 footwear including 1 pair of insoles (to a maximum of \$200 annually)

### **Security Dispatch Employees:**

To be provided to probationary Security Dispatch employees:

- 3 shirts
- 3 pants
- 1 sweater

To be provided annually:

- 2 shirts
- 2 pants

To be provided, as required:

- 1 sweater
- 1 Footwear

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

