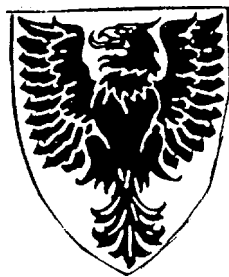


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| SOURCE | University |
| DE. | 90 07 01 |
| TERM. | 91 06 30 |
| No. OF EMPLOYEES | 765 |
| NOMBRE D'EMPLOYES | 765 |



COLLECTIVE AGREEMENT

between

THE GOVERNORS OF DALHOUSIE COLLEGE AND UNIVERSITY

-and-

THE DALHOUSIE STAFF ASSOCIATION



Handwritten signature and date: 9/14/24

Handwritten number: 0527904

DATED : 20 March 1991

C O L L E C T I V E A G R E E M E N T

between

**THE GOVERNORS OF DALHOUSIE
COLLEGE AND UNIVERSITY**

-and-

THE DALHOUSIE STAFF ASSOCIATION

JULY 1, 1990 TO JUNE 30, 1993

TABLE OF CONTENTS

| <u>Article</u> | <u>Subject</u> | <u>Page</u> |
|----------------|---|-------------|
| 1 | Purpose | 1 |
| 2 | Definitions | 1 |
| 3 | Recognition | 2 |
| 4 | Work Jurisdiction | 3 |
| 5 | Contracting Out | 3 |
| 6 | Union Security and Check Off | 4 |
| 7 | Union Officers and Representatives | 5 |
| 8 | Union Notices and Meetings | 6 |
| 9 | Statistics Concerning Employees | 6 |
| 10 | Seniority | 7 |
| 11 | Layoff, Redeployment and Recall | 8 |
| 12 | Technological Change | 14 |
| 13 | organizational Change | 14 |
| 14 | Management Rights | 15 |
| 15 | Probationary Employees | 16 |
| 16 | Term Positions | 17 |
| 17 | Temporary Employees | 17 |
| 18 | Recurring Sessional Employment | 18 |
| 19 | Retirement | 19 |
| 20 | Termination of Employment | 20 |
| 21 | Joint Employer-Union Committees | 20 |
| 22 | Labour-Management Relations | 21 |
| 23 | Employee Benefits | 21 |
| 24 | Health and Safety | 23 |
| 25 | Job Posting | 24 |
| 26 | Job Evaluation | 27 |
| 27 | Equal Pay for Work of Equal Value | 31 |
| 28 | Hours of Work | 31 |
| 29 | Overtime | 33 |
| 30 | Professional Appointments | 35 |
| 31 | Temporary Assignment | 35 |
| 32 | Shift Work | 36 |
| 33 | Call-in and Standby | 36 |
| 34 | Wage Rates | 37 |
| 35 | Sick Leave | 38 |
| 36 | Leaves of Absence | 41 |
| 37 | Parental Leave | 42 |
| 38 | Holidays | 44 |
| 39 | Annual Vacation | 46 |
| 40 | Tuition Benefits | 49 |
| 41 | Discipline and Discharge | 50 |
| 42 | Grievance Procedure | 52 |
| 43 | Arbitration Procedure | 55 |
| 44 | No Discrimination | 57 |
| 45 | Sexual Harassment | 57 |
| 46 | Affirmative Action | 59 |
| 47 | Employee Records | 59 |
| 48 | Pay Periods | 60 |
| 49 | Future Legislation | 60 |
| 50 | Revision by Waiver or Mutual Agreement | 60 |
| 51 | Copies of Agreement | 60 |
| 52 | Duration of Agreement | 61 |
| | Appendix "A" - Bargaining Unit | 63 |
| | Key to Appendix "B" | 66 |
| | Appendix "B" - Wage Rates | 67 |
| | Appendix "C" - Supplementary Unemployment Benefit Plan | 71 |
| | Appendix "D" - Grievance Form | 77 |
| | Letters of Understanding | 78 |

ALPHABETICAL INDEX

| <u>Article</u> | <u>Subject</u> | <u>Page</u> |
|----------------|---|-------------|
| 46 | Affirmative Action | 59 |
| 39 | Annual vacation | 46 |
| 43 | Arbitration Procedure | 55 |
| 33 | Call-in and Standby | 36 |
| 5 | contracting Out | 3 |
| 51 | Copies of Agreement | 60 |
| 2 | Definitions | 1 |
| 41 | Discipline and Discharge | 50 |
| 52 | Duration of Agreement | 61 |
| 23 | Employee Benefits | 21 |
| 47 | Employee Records | 55 |
| 27 | Equal Pay for Work of Equal Value | 31 |
| 49 | Future Legislation | 60 |
| 42 | Grievance Procedure | 52 |
| 24 | Health and Safety | 23 |
| 38 | Holidays | 44 |
| 28 | Hours of work | 31 |
| 26 | Job Evaluation | 27 |
| 25 | Job Posting | 24 |
| 21 | Joint Employer-Union Committees | 20 |
| 22 | Labour-Management Relations | 21 |
| 11 | Lay-off, Redeployment and Recall | 8 |
| 36 | Leaves of Absence | 41 |
| 14 | Management Rights | 15 |
| 44 | No Discrimination | 57 |
| 13 | organizational change | 14 |
| 29 | Overtime | 33 |
| 37 | Parental Leave | 42 |
| 48 | Pay Periods | 60 |
| 15 | Probationary Employees | 16 |
| 30 | Professional Appointments | 35 |
| 1 | Purpose | 1 |
| 3 | Recognition | 2 |
| 18 | Recurring Sessional Employment | 18 |
| 19 | Retirement | 19 |
| 50 | Revision by Waiver or Mutual Agreement | 60 |
| 10 | Seniority | 7 |
| 45 | Sexual Harassment | 57 |
| 32 | shift Work | 36 |
| 35 | sick Leave | 38 |
| 9 | Statistics Concerning Employees | 6 |
| 12 | Technological Change | 14 |
| 31 | Temporary Assignment | 35 |
| 17 | Temporary Employees | 17 |
| 16 | Term Positions | 17 |
| 20 | Termination of Employment | 20 |
| 40 | Tuition Benefits | 49 |
| 8 | Union Notices and Meetings | 6 |
| 7 | Union Officers and Representatives | 5 |
| 6 | Union Security and Check-off | 4 |
| 34 | Wage Rates | 37 |
| 4 | Work Jurisdiction | 3 |

PARTIES TO THE AGREEMENT

THIS AGREEMENT, hereinafter referred to as the "Agreement", is entered into this 20th day of March, A.D. 1991.

BY AND BETWEEN: THE GOVERNORS OF DALHOUSIE
 COLLEGE AND UNIVERSITY, a body corporate,
 incorporated under the laws of the
 Province of Nova Scotia, hereinafter
 referred to as the "**EMPLOYER**".

AND: DALHOUSIE STAFF ASSOCIATION,
 hereinafter referred to as the
 "**UNION**".

ARTICLE 1.00 - Purpose

1.01 The Parties to the Agreement, having regard to their mutual goal of achieving cooperative, congenial and productive relations based on respect, trust and dignity among and between all members of the Dalhousie Community, agree that the purpose of this Agreement is:

- (a) to set out terms and conditions of employment for members of the bargaining unit; and,
- (b) to provide a method of settling any differences which arise between the parties hereto.

ARTICLE 2.00 - Definitions

2.01 For the purpose of this Agreement:

- (a) "Union" means the Dalhousie Staff Association;
- (b) "Employer" means the Governors of Dalhousie College and University;
- (c) "Employee" means an employee of the University included in the Bargaining Unit defined In Appendix "A";
- (d) "Member" means a member of the bargaining unit defined in Appendix A;
- (e) "Bargaining Unit" means the bargaining unit described in Appendix "A";

- (f) "Director, Personnel Services" means said Director or his or her designate;
- (g) "D.S.A. Notice Boards" means existing notice boards or parts of existing notice boards in University buildings which have been designated and reserved for the use of the Union.

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

ARTICLE 3.00 - Recognition

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit described in Appendix "A". Except for arrangements which may have existed prior to March 10, 1982, or as may be authorized by the Union, no Employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

3.02 If new positions are established by the Employer which the Union claims to come within the jurisdiction of the bargaining unit as described in Appendix "A", the parties hereto shall meet and attempt to reach agreement on such new positions. If no agreement is reached, the matter may be referred by either party to the Labour Relations Board (Nova Scotia) for final resolution.

3.03 The Employer shall notify the Union of the proposed exclusion of any existing position from the bargaining unit and the basis for such exclusion. If the Union objects to the exclusion, the parties shall endeavour to reach agreement, and if no agreement is reached, the matter may be referred by either party to the Labour Relations Board (Nova Scotia) for final resolution.

ARTICLE 4.00 – Work Jurisdiction

4.01 Positions normally filled by employees within the bargaining unit shall continue to be filled by employees within the bargaining unit, but this shall not prevent contracting out, subject to the provisions of the Trade Union Act.

4.02 No Employee shall be laid off because the principal duties of his/her position are reassigned to, or assumed by, an employee outside the bargaining unit.

- 4.03
- (a) Student employees shall not displace members of the bargaining unit or fill bargaining unit positions.
 - (b) The funding of any bargaining unit position shall not be changed from operating to grant sources for the purpose of excluding that position from the bargaining unit.
 - (c) Without restricting the right of the **Employer** to establish and maintain appropriate management structures, the assignment of nominal management functions shall not result in the exclusion of a position from the bargaining unit.

ARTICLE 5.00 – Contracting Out

5.01 ~~No~~ Employee shall be laid off due to the contracting out of work normally done by members of the bargaining unit providing the Employee agrees to relocation. Every effort will be made to relocate such Employee to a position consistent with past responsibility and salary level. It is understood that the posting process may be suspended to facilitate relocation.

5.02 Contracting out without notice may occur **only** to the extent required to maintain normal operations and to compensate for fluctuations in service levels and demand.

5.03 Prior to finalizing any decision about contracting out all or a significant part of the services provided by members of the bargaining unit, the Employer agrees to advise the Union of its intention to contract out with supporting reasons. Within thirty (30) days of such advice the Union may consult and/or make representations on the matter to the Employer.

Should the Employer thereafter decide to contract out, a further thirty (30) days' notice will be given to the Union, prior to such contracting out.

5.04 The Employer shall maintain a means whereby information relating to the origin, nature, volume and cost of contracting out, as provided for **in 5.02** above, shall be accumulated and made available to the Union. This shall apply to the following services: Printing, Graphics, Film processing, Photography, Television, Dental Production Laboratory.

5.05 Notwithstanding the foregoing, the Union shall be provided with information relating to a specific instance of contracting out upon request to the Director, Personnel Services.

ARTICLE 6.00 - Union Security and Check Off

6.01 **No** employee is required to join the Union as a condition of employment. However, each employee, whether or not a member of the Union, shall pay the equivalent of Union dues to the Union.

6.02 The Employer shall deduct any monthly **Union** dues and initiation fees from each employee in the bargaining unit, including regular full-time, regular part-time and term employees, in accordance with the Union's Constitution and **By-Laws**.

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6.03 Deductions shall be made from each monthly payroll and shall be forwarded to the Treasurer of the Union not later than the seventh (7th) day of the next month, accompanied by a list of names of employees in the bargaining unit from whose salaries such deductions have been made.

6.04 At the same time that Income Tax (T-4) slips are made available, the Employer shall supply to the Union without charge an account of the amount of Union dues paid by each employee in the bargaining unit in the previous calendar year. Beginning with the 1982 taxation year such amounts will be indicated on each employee's Income tax (T-4) slip.

ARTICLE 7.00 - Union Officers and Representatives .

7.01 The Employer acknowledges the right of the Union to elect Officers and appoint Representatives from within the bargaining unit and recognizes that it is the function and duty of such Officers and Representatives to assist in the administration of this agreement.

7.02 Up to nine (9) such Officers and up to thirty (30) such Representatives shall be identified by the Union to the Director, Personnel Services from time to time in writing.

7.03 The Employer agrees to allow reasonable time off without loss of regular pay for Officers and Representatives so identified to assist in the administration of this agreement. Permission of the supervisor shall be obtained before leaving the job and such permission shall not be unreasonably withheld.

7.04 Representatives, or recognized substitutes, will have reasonable ~~time-off~~ without loss of regular pay for the investigation and handling of grievances, within their assigned areas.

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- (a) Before leaving **her/his** department the Representative shall obtain the permission of the responsible supervisor. **S/he** will advise the supervisor of the reason for the absence and an estimate of the time required. As much notice as is reasonably possible will be given.
- (b) **Prior** to entering another department to meet with a **grievor** the Representative must obtain the permission of the responsible supervisor.
- (c) Permission relating to (a) **or** (b) above shall not be unreasonably withheld. If permission is not **granted**,the Representative shall be informed of the reason.

7.05 The President **of** the Union, or designate, may meet with new members of the bargaining unit following personnel documentation sessions to explain to new employees the benefits and duties of Union membership.

7.06 **The** Executive Director of the Union shall have access to the University's premises as may be required to discuss matters of mutual concern with representatives of the University or to observe conditions at the workplace but such access shall not interfere with normal departmental operations.

ARTICLE 8.00 - Union Notices and Meetings

8.01 The Employer will permit the posting of notices on D.S.A. notice boards concerning meetings, nominations, elections, lists of officers and representatives, job **postings**, Union social events and other matters which have been approved by the Union Executive Committee.

8.02 The Employer shall endeavour to arrange work schedules so that an Employee may attend monthly general meetings of the Union during the lunch break at least once every two months.

8.03 The Employer shall endeavour to provide space for general meetings and monthly representatives' meetings of the Union.

ARTICLE 9.00 - Statistics Concerning Employees

9.01 The Employer shall provide the following data elements from Members' files to the Union on a **monthly** basis; employee name, employee number, department name, department number, **employment** date, classification, step level, status (**FTE/Sessional**), maternity leave, leave of absence and termination dates.

9.02 The Employer shall endeavour to provide the Union with such information relating to employees in the Bargaining Unit as may be required for collective bargaining purposes.

9.03 Upon request the Employer shall provide information on the level of student employment and/or work experience placements, by Department.

ARTICLE 10.00 - Seniority

10.01 Except as otherwise provided in this article, seniority shall be defined as the length of an employee's service with the University (excluding service as a temporary employee) calculated as the elapsed time from the most recent date of hiring. ✓

10.02 Employees of the University who transfer from outside the bargaining unit into positions in the bargaining unit shall not retain previously earned seniority for the purpose of determining lay-offs under Article 11.03 unless such seniority had been earned **as** a member of the bargaining unit or in a position excluded from the bargaining unit because of the confidential nature of the work and which is classified in accordance with Article 25.00.

10.03 (a) An Employee who proceeds on an approved leave of absence without pay shall retain the seniority acquired up to and including the last day of work provided that the period of absence does not exceed twelve (12) months. Seniority shall not accumulate during the period of such absence. ✓

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- (b) An Employee who is laid off (excluding sessional layoffs) shall retain the seniority acquired up to and including one month beyond the last day of work provided that the period ~~of~~ lay-off does not exceed twelve (12) months. Seniority shall not otherwise accumulate during the period of such lay-off.

10.04

Seniority shall be considered broken only:

- (a) if an Employee voluntarily terminates employment at the University; or
- (b) if an Employee is discharged and not reinstated by the grievance procedure; or
- (c) if an Employee ~~is~~ absent from work because of illness or injury for a period in excess ~~of~~ twelve (12) consecutive months; or
- (d) if an Employee has been laid off for a period in excess of twelve (12) consecutive months; or
- (e) if an Employee who has been laid off declines to have his/her name placed on the re-employment list, voluntarily withdraws his/her name from the re-employment list, refuses to accept an offer of a position in the same classification as the original position, or neglects to reply within two (2) weeks to communications sent to the last reported address.

10.05

The **Employer** shall make available to the representatives of the Union seniority information upon specific request.

ARTICLE 11.00 - Lay-off, Redeployment and Recall

LAYOFF

11.01

In the application ~~of~~ any provision of this Article, the **Employer** shall avoid the use ~~of~~ its right to lay off long service employees

until it has exhausted all other avenues to facilitate the continuing employment of such Employees. In any event, the reduction of positions shall be achieved, where possible, by attrition.

11.02 The **Employer** shall inform the **Union** of any pending lay-off and, if requested by the **Union**, shall meet with the affected Employee present before the lay-off takes place in order that both parties may make every reasonable effort to facilitate continuing employment elsewhere in the bargaining unit.

11.03 If lay-offs become necessary, such lay-offs shall take place from among those Employees doing similar work within the department in the reverse order of seniority, the Employee with the least seniority being laid off first.

11.04 Employees who are to be laid off shall be given minimum prior notice in writing, or pay in lieu thereof, as follows:

| <u>Continuous Service</u> | <u>Written Notice</u> |
|--|--|
| Less than two (2) years | Four (4) calendar weeks |
| Two (2) but less than five (5) years | Eight (8) calendar weeks |
| Five (5) but less than ten (10) years | Twelve (12) calendar weeks |
| Ten (10) but less than fifteen (15) years | Twenty (20) calendar weeks |
| Fifteen (15) or more years | Twenty-four (24) calendar weeks |

In each case a copy of such notice will be sent to the **Union**. Acceptance of pay in lieu of notice shall not alter a laid-off Employee's rights under this Article, and her/his name shall be placed on the re-employment list as of the expiry date contained in the notice of lay-off.

11.05 Training Assistance

Employees who have been given notice of lay off shall be eligible on request for reasonable training to develop their **job** skills if the provision of such training would assist in their redeployment or relocation within the University and can be completed during the notice period of lay off. Such a request shall not be unreasonably denied even though such training program or course may extend beyond the final date of the notice period of lay off, with the understanding that, under normal circumstances, salary and benefits shall not continue beyond the final date of the notice period of lay off.

11.06 Concurrent with any notice in accordance with Article 11.04 being given to an employee of ten (10) or more years' service, a meeting of the concerned parties (a representative from Personnel Services, the Union, the affected Employee and his/her department head) shall be convened to discuss:

- (i) the reasons for the reduction and the necessity for lay-off;
- (ii) any available options for early retirement, redeployment, reduced hours, sessional employment, **job** training or retraining.

A plan of available assistance to such Employee will be formulated within thirty (30) days of this meeting.

11.07 When an Employee receives a notice of lay-off, her/his name, address, telephone number, department, classification and seniority date shall be placed on a re-employment list. This list shall be maintained by the Employer, but it shall be the responsibility of the Employee, or former Employee, to keep the Employer informed of her/his current address and telephone number. The Union shall be provided with the up-to-date re-employment list and shall be advised of changes as they may occur. The name of such an Employee or former Employee shall remain on the re-employment list for a period of up to twelve (12) months following her/his

last day of work as determined in the lay-off notice, unless s/he successfully relocates to another position.

REDEPLOYMENT

11.08 All vacancies shall be reviewed and postings selectively suspended by agreement between the **Employer** and the Union in those instances where an Employee who has been given notice of lay-off appears to be qualified to fill the position to be posted. In the event of disagreement between the **Employer** and the Union, the position will be posted.

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11.09 Employees who have been given notice of lay off shall receive priority consideration as specified in Article **11.12** for all positions for which they are qualified. The initial appointment to one of these will be by temporary transfer. In accommodating such transfers university departments will provide an additional one (1) month's training, if necessary, beyond the normal familiarization period for new staff. During the first three (3) months in such an appointment an assessment of performance against position requirements will be conducted after one (1) month and after three (3) months. If, during this period, either the Employee or the department wishes to terminate the temporary transfer, the Employee will be laid off at that time, or when the original notice of lay off expires, whichever is later. If a transfer is mutually satisfactory at the conclusion of the three (3) month assessment period, it shall be confirmed in writing and the employee shall become a regular staff member in the department.

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11.10 Where an Employee who is on notice of lay off accepts:

- (i) a position in a higher classification, no decrease in salary shall result:

- (ii) a position in a lower classification, the Employee's salary shall be maintained until it may be slotted into a higher step in the appropriate salary scale as follows:
 - (a) if the Employee's salary **is** greater than the maximum step for the new classification, it shall be maintained until exceeded by such maximum and increased to the new maximum at that time;
 - (b) if the Employee's salary is within the range established for the new classification, it shall be maintained until her/his next normal anniversary date and increased to the next higher step at that time;

- (iii) a position in the same classification, her/his salary and anniversary dates shall remain unchanged.

RECALL

11.11 A person whose name is on the re-employment list shall be offered her/his original position before other candidates are considered. If s/he should accept this position an assessment period shall not be required. Where job requirements within the same department are similar, candidates shall be recalled in order of seniority, the person with the most seniority being rehired first.

11.12 Qualified persons whose names are on the re-employment list shall be given priority consideration for all appropriate vacancies which may occur within the bargaining unit. For this purpose priority consideration shall mean that the Employee shall be considered **first** to **determine** whether, in the **Employer's** opinion, **s/he** has the requisite **skill**, aptitude and ability to perform the basic duties of the job in a satisfactory manner. Such consideration shall be without competition from any other employee unless there are two or more persons on the re-employment list who apply for the vacancy concerned, in which case the criteria specified

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in Article 25.03 shall be applied. Appropriate vacancies shall be those at the same classification level for which the person is qualified.

11.13 For recall to other than the laid-off employee's original position or department, as provided in Article 11.11, recall shall be on the basis of seniority, with the most senior qualified employee being recalled first and the recalled Employee shall serve a three month assessment period. The department head may terminate this arrangement based on his/her assessment of the Employee's job performance during or at the end of the assessment period. The Employee may also terminate this arrangement during or at the end of the assessment period. In either case the Employee shall revert to lay-off and eligibility for recall shall expire in accordance with the original notice of lay-off given under Article 11.04. Despite the above, in the first instance that the Employee terminates such an arrangement eligibility for recall shall be extended by the amount of time spent in that position.

11.14 Persons on the re-employment list may be offered positions in another classification. Where an Employee refuses an offer of a position at a lower classification, her/his name shall remain on the re-employment list. Neither acceptance nor refusal of temporary employment shall restrict a laid-off Employee's rights under the collective agreement.

11.15 Formal offers of employment or recall shall be in writing with copies sent to the Union.

11.16 Severance Pay

An Employee **with** ten (10) years seniority may opt for severante unless an offer **of** alternative employment at the **same** or higher classification has been made or **is** pending. An Employee electing this option shall notify the Employer of **his/her** choice at least one (1) week before the expiry of the lay off notice. Severance pay shall be one (1) week of pay for every one (1) year of service.

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ARTICLE 12.00 - Technological Change

12.01 If the Employer decides to introduce new machinery, equipment or material which will adversely affect the employment of any member of the bargaining unit, it shall notify the Union at least three months before such changes take place. The Employer will meet with the Union during this period in order to consider measures which might be taken to assist employees so affected.

12.02 An Employee whose employment will be or is directly affected by technological change shall be eligible for a reasonable amount of re-training at the Employer's expense in order to qualify the Employee to perform the new duties in the same position, or a new position which may result from such change, or in order to qualify for alternative employment at the University consistent with the procedures in Articles 11.08 and 11.09

12.03 In the event that new positions **do** not result from technological change or that reasonable retraining is not available or acceptable to affected Employees, the Employer shall make every reasonable effort to relocate them to other suitable positions within the bargaining unit consistent with past responsibility and salary level and with due consideration being given to the personal wishes **of** individual employees.

12.04 In order to facilitate the relocation of employees affected by technological change the job posting requirements of this agreement may be selectively suspended.

ARTICLE 13.00 - Organizational Change

13.01 The Employer shall advise the Union as far as possible in advance of any action, including re-organisation within a department or abolition of a position, which will result in a continuing unilateral reduction **of** an individual Member's regular hours of work **or** a Member's **classification** downgrade, lay-off or **re-deployment**.

13.02 Without precluding the Employer's right to implement change, no change will **be** implemented until the Director, Personnel Services, has arranged a meeting **of** the Parties to discuss the method of handling the necessary staff changes and the fair and equitable treatment of any **Employee** affected.

ARTICLE 14.00 - Management Rights

14.01 The Union acknowledges that the primary functions of the University are to provide teaching and research services and facilities for students and faculty members of the University, with arrangements for services and facilities dictated primarily by the interests of students and faculty members.

14.02 The Union acknowledges that management and administration of services and facilities within the University are decentralized and that it is the exclusive function of the Employer to determine the authority delegated to those directly concerned with the provision of particular services and facilities.

14.03 The Union acknowledges it is the exclusive function of the University to ensure the provision of teaching and research services and facilities in the interests of students and faculty members by all reasonable measures. There shall be no strikes, lockouts, sit-downs, slow-downs, boycotts, picketing or any curtailments or stoppages of work or concerted action resulting in restriction of, or interference with, the University's operations or others concerned in providing teaching and research services and facilities.

14.04 Subject to the terms of this Agreement, the Union acknowledges that it **is** the exclusive function of the Employer to:

- (1) maintain order, discipline and efficiency;
- (2) 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;

- (3) hire, discharge, direct, classify, .transfer, promote, demote, lay off, and suspend or otherwise discipline employees, subject to the provisions of this Agreement;
- (4) generally to manage and operate Dalhousie University.

ARTICLE 15.00 - Probationary Employees

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15.01 Subject to Article 17.02 herein any Employee who has not completed six (6) consecutive months of employment excluding sick leave and approved leaves of absence if they should total more than eight (8) working days, shall be a probationary Employee.

15.02 After a probationary Employee has served three (3) months in a position, her/his work performance should be discussed by the supervisor and the Employee and confirmed to the Employee in writing at that time. If this **is** not done the Employee's three (3) **month's** evaluation shall be deemed satisfactory.

15.03 A probationary Employee shall be entitled to all rights and privileges of the Collective Agreement except paid sick leave benefits as outlined in Article **35.02 (c)** and Long Term Disability Insurance. It is recognized, however, that a probationary Employee is serving a trial period to determine competence and suitability for a particular position and may be terminated if, in the Employer's judgement, s/he does not meet reasonable standards established by the Employer.

15.04 A probationary Employee shall accumulate paid sick leave at a rate of one (1) day per month.

15.05 A probationary Employee whose employment **is** terminated by the Employer for reasons other than wilful misconduct, disobedience or neglect of duty shall be given a minimum of two weeks prior notice of such termination, or payment in lieu thereof.

15.06 A probationary Employee shall be required to pay monthly Union dues.

ARTICLE 16.00 – Term Positions

16.01 Employees appointed to term positions in the Bargaining Unit of more than one (1) year's expected duration shall be considered regular employees and shall be covered by all the terms of this Agreement.

16.02 Employees appointed to term positions in the Bargaining Unit of one year or less, but more than 183 days expected duration, shall be covered by all the terms of this Agreement except those in Article 11.00 – Lay-off, Redeployment and Recall. These Employees may be terminated upon the provision of three (3) weeks' notice in writing or payment in lieu thereof, and may not be eligible for all benefit programmes while employed.

ARTICLE 17.00 – Temporary Employees

17.01 Notwithstanding anything in this agreement to the contrary, an employee may be hired by the Employer for the purpose of filling a temporary vacancy or a temporary job, provided the temporary period of employment does not exceed 183 calendar days in any one department. Such temporary period of employment shall not be extended except with the consent of the Union.

17.02 In the event that a temporary employee is the successful applicant for a position in which s/he is currently employed, her/his seniority shall commence from the date of appointment to the regular Bargaining Unit position but the time s/he has already served in that position shall be credited toward her/his probationary period. If the period of employment has exceeded 190 days in the same position, the probationary period shall be deemed to have been served. This is not intended to supersede the regular job posting procedure.

17.03 The Employer shall, upon request, provide information on the level of employment of temporary employees in specified departments.

ARTICLE 18.00 - Recurring Sessional Employment

18.01 A member of the support staff holding a "recurring sessional appointment" works regular full-time or regular part-time hours for eight (8) or more months each year. A mutually agreed condition of employment provides assurance of resumption of work in the same position and that the non-working period in each year is viewed as a temporary lay-off.

18.02 Upon appointment each recurring sessional Employee shall be provided with a letter defining the expected duration of his/her working and non-working periods and confirming that the arrangement is recurring. The return date shall be specified on the Employee's 'Record of Employment' form on temporary lay-off.

18.03 During their periods of active employment sessional Employees shall participate in pension and group benefit plans on the same basis as regular staff. Benefit coverage during non-working periods may be continued, at the Employee's option, subject to the qualifying conditions of individual plans and to prepayment of the full joint premium by the Employee. Such prepayment may be in the form of monthly post-dated cheques.

18.04 A recurring sessional Employee with appropriate seniority is entitled to maternity leave and Supplementary Unemployment Benefits (S.U.B.) on the same basis as regular staff (Article 37.00 and Appendix "C") except that she shall not be eligible for S.U.B. payments from the Employer during her specified non-working periods. In the event that the birth occurs during the non-working period any balance of S.U.B. payments remaining shall commence on her specified return date.

18.05 Vacation entitlement for recurring sessional Employees shall be established on the same basis as regular staff. The amount of paid vacation

earned shall be determined by the number of months worked in the normal vacation year **as** follows:

$$\frac{\text{months worked}}{12} \quad \times \quad \text{entitlement}$$

Vacation periods may be scheduled during the normal working term If this **is** consistent with the **operating** needs of the employing department. Sessional Employees are entitled to use vacation time as accrued during the same vacation year it is earned. Any unused vacation earned up to the beginning of temporary lay-off will be paid at the conclusion of each working term.

During the periods they are actively employed sessional staff are entitled to paid holidays on the same basis as regular staff.

18.06 In the event of lay-off, recurring sessional Employees shall **be** eligible for and subject to Article 11.00 of this collective agreement but shall not be eligible for salary payments during specified non-working periods.

18.07 The Union shall be provided with an updated list of recurring sessional Employees on or about June 1st of each year.

ARTICLE 19.00 - Retirement

19.01 Notwithstanding any early retirement arrangements which may exist **from** time to time, an Employee shall be eligible for retirement **on** the July 1st following the 65th birthday, and it is agreed the Employer may require retirement at that time, unless this would be prohibited by the Human Rights Act, Nova Scotia

19.02 Subject to any limitation by the Human Rights Act, Nova Scotia, employment extending beyond or commencing after the normal retirement date may be arranged at the Employer's option, and may be terminated without cause by either the Employer or the Employee on four

weeks' notice in writing. Where such limitation exists, Employees shall be entitled to all rights and privileges **of** this Collective Agreement.

19.03 Nothing in this Agreement relating to Sick Leave or Pension and Group Benefit Plans shall necessarily apply to **post-retirement** staff.

ARTICLE 20.00 - Termination of Employment

20.01 Employees shall be required to give the Employer a minimum of twenty-one (21) calendar days' notice of termination, which shall exclude any scheduled period of vacation, or forfeit that portion of outstanding vacation pay which exceeds the requirements of Section 30 of the Labour Standards Code. The Department Head may waive this requirement.

20.02 Such notice shall be given in writing to the immediate supervisor with a copy to Personnel Services.

20.03 A regular Employee whose employment ~~is~~ terminated by the Employer for reasons other than wilful misconduct, disobedience or neglect of duty shall be given a minimum of three (3) weeks prior written notice of such termination, or three (3) weeks pay in lieu of notice. Notice of termination given under this article shall be in accordance with Article 41.01. For notice period applicable to probationary Employees see Article 15.04 herein.

20.04 If notice of termination has been given in accordance with this article, the Employer shall pay the Employee all pay to which s/he is entitled at the expiry of the period ~~of~~ notice.

ARTICLE 21.00 - Joint Employer - Union Committees

21.01 The Employer shall permit time off without loss of pay to Employees who are members of joint **Employer-Union** Committees for the purpose of attending Committee meetings provided that the prior approval of ~~such~~ employee's immediate supervisor or department head is obtained.

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ARTICLE 22.00 - Labour-Management Relations

22.01 ~~No~~ Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union executive. The Union shall supply the Employer with the names and jurisdictions of its Officers and Representatives; similarly, the Employer if requested, shall supply the Union with a list of supervisors or other personnel with whom the Union may be required to transact business.

22.02 Acknowledging the mutual benefits to be derived from joint consultation, labour management forums may be established at the call of either party for the purpose of facilitating **communication** on matters of labour relations including concerns about workload or productivity. When such forums are established the Parties shall appoint an equal number of representatives.

22.03 This Committee shall meet at the call of either Party, for the purpose of facilitating communication on matters of labour relations.

22.04 In the event that the Union or the Employer wishes to invite a guest to a meeting of the Labour Management Relations Committee, every effort will be made to give prior notice of at least one week to the chairperson of the Committee.

ARTICLE 23.00 - Employee Benefits

23.01 The Employer agrees to maintain a Dalhousie University Employee Benefits Committee representative of interested staff groups, the Senate and the Board of Governors, to consider matters relating to benefit programs for staff, including the administration of, participation in, and contribution to benefit programs. The committee shall meet at least four times per year unless the committee agrees to meet less frequently.

23.02 The Union shall continue to have the right to appoint one representative to be a member of the Dalhousie University Employee Benefits and one representative to be a member of the Pension Advisory

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Committees. The Union may also appoint one observer to each committee who shall be permitted to attend and participate in meetings of the committees but shall not have voting power except in the absence of the regular representative.

- 23.03 The Employer shall endeavour to ensure that the present insured benefits programme is only modified following a review of any proposed amendment or addition by the Employee Benefits Committee.

23.04 The Employer agrees to continue the employee benefits as they were on June 30, 1984, except as may be modified by agreement of the Employer and the Union following a report of the Employee Benefits Committee or the Pension Advisory Committee.

23.05 The Employer agrees that parking fees to be paid by Employees shall be the same as those paid by members of the other bargaining units on Campus.

23.06 Eligible employees are entitled to make application to participate in the "Dalhousie University Staff Employee Benefit (Salary Deferral) Plan", subject to its review by the Employee Benefits Committee and approval by Revenue Canada. Approval of a Member's application shall not be unreasonably withheld, it being understood that approval, when given, shall only relate to the department and position held at the time of approval.

23.07 The Employer shall supply information as to the pension plan and all insurance coverages to all members of the **Union**. In addition the Employer shall provide to the Union an audited balance sheet and income statement for the pension plan (the Dalhousie University Staff Pension Plan) within six (6) months of the close of each fiscal year that shall also show the rate of return earned in each of the previous two (2) fiscal years.

23.08 The Employer shall contribute an amount equivalent to, 55% for 1991/92 and 60% for 1992/93, of the cost of the reimbursement option premiums for all Employees, 50% FTE or greater, who participate in the Voluntary Major Medical Insurance (Blue Cross) Plan.

ARTICLE 24.00 - Health and Safety

24.01 The Union and the Employer shall continue to have a mutual co-operative concern and responsibility for the occupational safety and health of Employees.

24.02 The Employer agrees to continue the Dalhousie University Environmental Safety Committee to which the Union may appoint one member.

24.03 The Environmental Safety Committee shall be empowered:

- (a) To recommend policies, guidelines and/or codes of practice for all aspects of health and safety within the University, including work practices.
- (b) To make recommendations to the Employer for alterations to physical facilities or actual work practices, if it deems such alterations necessary or desirable for carrying out the University's functions in a safe and healthy manner.
- (c) To make recommendations on mechanisms that the Committee considers necessary for investigating any complaints or allegations about unsafe or unhealthy working conditions.
- (d) To set its own procedures.

24.04 The Employer shall consider the recommendations of the Committee pursuant to Article 24.03 and if the action of the Employer varies from the recommendation of the Committee it shall report its decision and reasons in writing to the Committee as soon as that decision is made.

24.05 (a) In view of the importance of proper **job** and work station design for employees working on Visual Display Terminals (V.D.T.'s) it is specifically agreed that the Director of Environmental Health and Safety and/or the Environmental Safety Committee may be consulted directly on such matters at any time.

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(b) If an Employee **is** advised by a qualified medical practitioner to discontinue working on V.D.T.'s, every effort will be made to reassign the Employee within the department or, if necessary, through the redeployment process outlined in Articles 11.07 to 11.10 inclusive.

24.06 (a) No Employee shall be laid off or disciplined for refusing to participate in any work practice which, in the opinion of the Committee or the Director of Safety, is unsafe. Pending a decision of the Committee or the Director of Safety, the Employee shall not be required to participate in the work practice which may be deemed unsafe.

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(b) If a position is eliminated for safety reasons, the procedures outlined in Article 11.00 shall apply.

24.07 No Employee shall be required to work on any **job** or operate any piece of equipment or machinery with which s/he is not familiar until s/he has received proper safety training or instructions.

24.08 When the **Employer** considers it necessary in the interests of health and safety for Employees to use protective clothing and/or equipment it shall provide such protective clothing and/or equipment without charge and its use shall be mandatory. The Environmental Safety Committee may be consulted through the **Union** representative by an Employee who considers protective clothing and/or equipment necessary in the workplace.

ARTICLE 25.00 - Job Posting

25.01 When a job vacancy or a new position occurs within the bargaining unit, the Employer shall post on D.S.A. Notice Boards for at least five (5) working days a notice of such vacancy or vacancies, describing the job available, the qualifications required, and the date by which written application for the job must be received by the Staffing Unit, Personnel Services. The posting procedure shall apply to all positions within the bargaining.

25.02 Where such vacancy is not filled, and where the position is not under active recruitment for a period of **two** (2) calendar months following the posted expiry date, the position shall be **reposted** and subject to all conditions following.

25.03 Except as provided in Article 11.08 herein, competition for such job vacancies or new positions within the bargaining unit shall be open to all Employees within the bargaining unit and such vacancies shall first be offered to qualified Employees within the bargaining unit who have applied in writing within the time allowed by the notice in accordance with Article 25.01.

25.04 Among competing applicants for a posted vacancy the Employer shall consider the following factors: training and experience; demonstrated performance and ability; skills and aptitudes. Where two or more candidates are relatively equal in these respects, seniority shall be the determining factor.

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25.05 It is understood and agreed that Employees may apply freely and without prejudice for any position posted under this article. On enquiry to the Staffing Unit, Personnel Services, Employees shall be provided with any available information about a posted position in complete confidence.

25.06 Where an Employee is a successful applicant for a job vacancy or new position, only the approval of the Department Head gaining the

Employee is necessary for the move. The Employee shall give three **weeks' notice** unless a shorter period of notice is agreed to by the transferring **department**.

- (a) The Employee's first three (3) months of service in the new position shall be considered a period mutual assessment. By prior mutual agreement between the Union and the Employer, the three month assessment period may be extended to up to six (6) months, provided this is specified in the job posting. Extensions may also be agreed to by the Parties in other circumstances.
- (b) Within the applicable period, employment may be terminated by the Employer by giving notice in writing to the Employee consistent in duration with that specified in Article 20.01.
- (c) Where employment is to be terminated by the Employer, for reasons other than wilful misconduct, disobedience or neglect of duty, the notice provisions specified in Article 11.04 shall apply.
- (d) If the move is mutually satisfactory at the conclusion of the applicable assessment period, it shall be confirmed in writing and the Employee shall become a regular staff member in the department.
- (e) An Employee who has been given notice of termination under this Article shall have redeployment and recall rights as specified in Article 11.00.

25.07 Where an Employee is a successful applicant for a job vacancy or a new position carrying the same or a higher classification, there shall be no decrease in salary as a result of the move.

25.08 Where an Employee is an unsuccessful applicant for a job vacancy or a new position within the bargaining unit, that Employee shall be notified within two (2) working days of the decision.

25.09 Nothing in this Article shall be interpreted to limit the right of the Employer to advertise and recruit outside the 'bargaining unit for

such job vacancies or new positions, provided employees within the bargaining unit are given first consideration for job vacancies or new positions in accordance with Article 25.02. All eligible applicants from within the bargaining unit shall be referred by the Staffing Office for interview and they shall be interviewed and considered by the employing department before external candidates are interviewed and considered by the employing department.

25.10 In assessing whether an applicant is eligible for referral in accordance with Article 25.09 the Staffing Office will consider the posted job requirements and job description, years of service in a related capacity and the factors outlined in 25.04. Where there is uncertainty in the assessment, the applicant shall be referred.

Applicants who are not referred shall be advised within two (2) days of such decision being made, and upon request, shall receive the reason(s) for non-referral within five (5) days.

25.11 The **Employer** and the Union may agree to suspend normal posting procedures in order to enable the continuing employment of an Employee under special circumstances.

25.12 Grievances filed under this article may be filed at Step Two of the grievance procedure.

ARTICLE 26.00 - Job Evaluation

26.01 The **Employer** shall routinely review the evaluations of all positions within the bargaining unit with priority being given to requests made under Articles 26.04 and 26.02, in that order. All positions shall be reviewed at least once every five years.

26.02 A position may be evaluated at any time, but shall be evaluated within three (3) calendar months after receipt by the Job Evaluation Unit, Personnel Services of a request from an Employee or supervisor and subsequent receipt of the Employee's completed Employee Report Form, provided that the incumbent has had at least six (6) months' service in the

position and that the position has not been reviewed or evaluated for at least twenty-four (24) months (unless significant changes have been made to the job content).

26.03 If an Employee's duties are altered significantly by the introduction of new machinery, equipment, material, a change in procedures or a restructuring of duties within a department, the supervisor shall advise the Job Evaluation Unit, Personnel Services, in writing and the job shall be provisionally rated. Where a provisional rating indicates a change in classification Article 26.09 shall apply. The provisional rating shall become effective on the date these duties were first assigned and performed.

26.04 All jobs within the bargaining unit holding provisional rating shall be evaluated within four (4) to eight (8) months of the date the position is filled, providing the same incumbent is in the job and the Employee Report Form has been completed.

- 26.05
- (a) The Job Evaluation Committee shall establish the procedures to be followed in the evaluation of jobs, including adjusting the point system and definitions within the classification manual where it deems necessary.
 - (b) The Job Evaluation Committee may review any other aspects of the Job Evaluation Program and recommend such revisions as it considers necessary. Such recommendations shall be made to the Chairperson of the program but shall not be implemented without the agreement of the **Union** and the Employer, which agreement shall not be withheld unreasonably.
 - (c) There shall be four (4) **Union** members on the Job Evaluation Committee, two (2) to represent the clerical segment and two (2) to represent the technical segment.

- (d) Rating decisions of the Job Evaluation Committee shall be reported to the supervisor and the incumbent within five (5) working days of the Committee meeting date and, subject to Article 26.06 herein, shall, from the date of the signing of this Agreement, be implemented effective the beginning of the month in which the Employee Report form is received by the Job Evaluation Unit, Personnel Services.

- 26.06
- (a) Any objections to the rating decisions of the Job Evaluation Committee must be referred to the Appeals Committee within fifteen (15) calendar days of receipt of the Job Evaluation Committee's decision. Appeal decisions **shall** be reported to the supervisor and incumbent within five (5) working days **of the** Appeal meeting date, and shall be implemented effective consistent with 26.05 **(d)**. There shall be no recourse for re-evaluation beyond the Appeals Committee.
 - (b) The Union and the Employer shall have equal member representation on the Appeals Committee which may also include one non-voting representative from the appropriate Job Evaluation Committee and the Chairperson of the Job Evaluation Program, or designate, as Chairperson. Both the incumbent and the immediate supervisor shall be invited to appear before the Committee.

26.07 There shall be no additions to the job classifications and wage levels specified in Appendix "B" except as may be approved in advance by the Union and the Employer.

26.08 Newly-created jobs which fall within the jurisdiction of the bargaining unit shall be provisionally rated according to established procedure before applicants may be recruited.

- 26.09 (a) Where job reclassification or evaluation results in moving to a higher classification, no decrease in salary shall result. The Employee's projected salary income in the new classification over the ensuing twelve (12) months shall exceed by at least four percent (**4%**) what it would have been in the old classification over the same period.
- (b) Where job reclassification or evaluation results in moving to a lower classification the Employee's salary shall be maintained until it may be slotted into a higher step in the appropriate salary scale as follows:
- (i) if the Employee's salary is greater than the maximum step for the new classification, it shall be maintained until exceeded by such maximum and increased to the new maximum at that time,
 - (ii) if the Employee's salary is within the range established for the new classification, it shall be maintained until the next normal anniversary date and increased to the next higher step at that time.

26.10 **No** Employee shall refuse to participate in the Job Evaluation Program but, on request, may defer such participation for a maximum period of three months if the Employee and the supervisor give notice to the Job Evaluation Unit, Personnel Services that the position is currently undergoing change. **If** this period is exceeded, there shall be no increase in the then current rate of pay.

26.11 Every Employee who so requests the **Job** Evaluation Unit, Personnel Services in writing shall be provided with his/her current job description including the position's classification level.

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ARTICLE 27.00 - Equal Pay for Work of Equal Value

27.01 The Employer and the Union agree to implement the requirements of the Pay Equity Act and to that end, by separate agreement with others, have established the Pay Equity Steering Committee.

27.02 The Pay Equity Steering **Committee** shall operate on a **consensus** basis. The Union shall have the right to appoint three (3) representatives to the Committee.

27.03 Within ninety (90) days of the date upon which the Pay Equity Steering Committee makes its recommendations, including the selection of a system in accordance with the Pay Equity Act, the Employer will make available to each Employee in the bargaining unit each factor point score and the total points awarded in the evaluation of his/her job. Thereafter the Employer and/or the Union may release other data relating to the current system as jointly recommended by the Parties' representatives on the Pay Equity Steering Committee.

27.04 The Employer shall not substitute the system of **job** evaluation selected by the Pay Equity **Steering** Committee for the present system of job evaluation without the Union's agreement.

ARTICLE 28.00 - Hours of Work

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28.01 Subject to the exceptions noted in this Article, and permitted by Article **32.00** - Shift Work, the regular work day and regular work week for full-time Employees shall be six and one-half (6 1/2) hours and thirty-two and one-half (32 1/2) hours respectively, exclusive of meal breaks.

28.02 The work week of thirty-two and one-half (32 1/2) hours shall usually be five (5) days per week from Monday to Friday inclusive with two (2) consecutive days off and with a minimum of one-half (1/2) hour for a meal break. An employee may be scheduled by the Employer for a regular work week other than Monday to Friday and other than between the hours of 8:00 a.m. and 6:00 p.m.

28.03 Each Employee shall be entitled to one fifteen (15) minute break period in each half shift.

28.04 Nothing herein contained relating to the work week, work day, hours of work, overtime or vacations shall apply to **non-clerical** Employees of the University presently working in excess of **thirty-two** and one-half (32 1/2) hours per week in the **following** departments:

1. Division of Family Medicine
2. University Health Services

28.05 The work week of thirty-two and one-half (32 1/2) hours may occasionally be extended for equal time off in some other work week, at a supervisor's or Employee's request, if agreed upon by both parties.

28.06 Excluding overtime and emergencies, all Employees shall be given a minimum of ten (10) working days' notice of a change in their regularly scheduled hours of work.

28.07 The Employer agrees that any Employee whose regular working conditions are such that s/he must change her/his clothes to perform her/his job will be granted ten (10) minutes at the end of her/his shift to change and wash.

28.08 In December 1987, and each year thereafter, the Employer shall select two days in the period between Boxing Day and New Year's Day to be observed by all members of the bargaining unit as scheduled days off with pay. In the event that an Employee **is** required to work on one or both of these days s/he shall be entitled to equivalent time off in lieu thereof without **loss** of pay. Such time off shall be by mutual agreement but failing this, the Employee shall be granted a working day off with pay **immediately following** her/his annual vacation.

ARTICLE 29.00 - Overtime

29.01 Overtime for full-time Employees shall mean all authorized time of at least fifteen (15) minutes assigned to and worked by such Employees in excess of their regular working day.

Overtime for Employees working less than full-time shall mean all authorized time totalling at least thirty (30) minutes assigned to and worked by such employees in excess of thirty-two and one-half (32 1/2) hours a week.

29.02 For the purposes of this Article "authorized" shall mean each allocation of work or time in excess of regularly scheduled hours specifically assigned by the responsible supervisor or delegate on or before the day the overtime work is to be performed. If proposed overtime is not assigned by the responsible supervisor or delegate, an Employee may refuse it without prejudice. Retroactive approval will not satisfy this requirement except under conditions when the supervisor or delegate is not readily available.

29.03 **The** Employer shall:

- (a) make every reasonable effort to equitably distribute overtime among qualified Employees in a department taking appropriate account of seniority when making any initial allocation,
- (b) give Employees who are required to work overtime as much notice as **is** reasonably possible,
- (c) where practicable, overtime will be offered on a voluntary basis, **it** being understood, however, that overtime **is** mandatory when assigned **by** the responsible supervisor or delegate.

29.04 The Union is entitled to consult the Employer or its representative whenever it is alleged that Employees are required to work unreasonable amounts of overtime.

29.05 Subject to Article 29.01 and 29.02, an Employee shall be compensated at the rate of time and one-half his/her normal rate of pay for overtime worked and at the rate of double the normal rate of pay for overtime worked on a holiday, a day declared to be generally observed in lieu of a holiday, or day off, provided that the Employer ~~at~~ its option may substitute, in lieu of overtime pay, time off equal to one and one-half or double the amount of overtime actually worked, whichever is applicable. The Employee shall be advised of the form of compensation at the time the assignment of overtime **work is** made.

- 29.06 (a) Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the calendar month immediately following **the** month in which the overtime was worked, compensation for overtime shall be paid unless the Employee, with the approval of the immediate supervisor or department head, prefers to accumulate the time for a specified later date.
- (b) All such accumulated overtime shall be taken within twelve (12) months of the date the overtime was worked or pay in lieu thereof shall be included in the earliest regular paycheck thereafter.

29.07 An Employee who is required to work a minimum of three consecutive hours overtime following his/her normal scheduled work day shall, where it is practicable, be granted a reasonable period without pay to enjoy his/her usual meal time before commencing such work. If this is not practicable, an unpaid meal break may be scheduled by the supervisor during or after the overtime period and under such conditions the employee shall be reimbursed expenses for one meal in the amount of **\$6.00** except where a free meal is provided.

29.08 An employee who has been required to work beyond his/her regular hours of work and beyond 10:00 p.m., shall, on presentation of an appropriate receipt, be reimbursed for taxi fare to his/her place of residence to a maximum of **\$10.00**.

29.09 In computing overtime, every segment of a quarter hour worked shall be regarded and paid as one complete quarter hour.

29.10 In the computation of overtime, an employee who is on authorized leave with pay, including sick leave, shall be deemed to have worked (a) normal working day(s) while on such leave.

29.11 By prior mutual agreement with the supervisor, an Employee may make up time missed from work which would otherwise be deducted from pay. Such time may be worked in excess of the regular work day and shall not be computed as overtime.

ARTICLE 30.00 – Professional Appointments

30.01 The Employer may, at its discretion, grant leave with or without pay for professional appointments. Employees shall make every reasonable effort to arrange these appointments outside their regular working hours.

ARTICLE 31.00 – Temporary Assignment

31.01 An Employee who is temporarily assigned to perform in a classification paying a higher rate, shall be paid for the entire period of assignment at a rate 7 1/2% higher than her/his existing rate of pay (the higher overtime rate shall apply as well) provided the Employee has worked in the higher classification for a period in excess of two (2) weeks.

31.02 When an Employee is temporarily assigned to perform work in a classification paying a lower rate, s/he shall be paid at her/his regular rate.

31.03 An Employee who is temporarily assigned to another position under this Article shall normally be relieved of the responsibilities of her/his regular position during the period of her/his assignment.

ARTICLE 32.00 - Shift Work

32.01 An Employee will be considered to be on shift work when one-half of the regularly scheduled hours fall between 6:00 p.m. and 8:00 am.

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32.02 An Employee who has worked a full scheduled shift, six and one-half (6 1/2) hours or more shall receive a premium of \$3.00 for each shift so worked. This shall not apply to overtime shifts.

32.03 The regular daily and weekly hours of work for Employees who work shift may be other than six and one-half (6 1/2) hours per day, and thirty-two and one-half (32 1/2) hours per week. When a position requiring shift work is posted, the shift rotation and daily hours of work will be indicated, and shall then be considered the regular hours of work for that position. Subsequent changes to regularly scheduled hours of work are subject to Article 28.06.

Notwithstanding the foregoing, the regular hours for full-time Employees who work shift shall normally average 1690 hours per year.

32.04 Overtime shall be governed by Article 29.00.

32.05 Vacation and holidays for Employees who work shift shall be governed by Article 38.00 and Article 39.00.

32.06 There shall be no right of postponement or accumulation of vacation but, subject to the discretion of the Employer and the continuity of essential services within the department concerned, a maximum of one full work week of their shift rotation may be deferred at the Employee's request to the following vacation year.

ARTICLE 33.00 - Call-in and Standby

33.01 An Employee called in to work without previous notice outside her/his scheduled working hours shall be paid at time and one-half her/his regular rate of pay for the hours worked with a minimum of four (4) hours regular pay; except, when called in on days off, s/he shall be paid at the

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rate of double her/his regular rate of pay for the hours worked with a minimum of four (4) hours regular pay.

33.02 For the purpose of this Article an Employee on "standby" duty is one who has been designated in advance by the Employer, through the responsible supervisor and the **Director**, Personnel Services, to hold her/himself readily available for the period of such duty to report to work on short notice when requested through a pre-arranged channel.

33.03 An Employee qualified under Article 33.02 shall be paid ten dollars (\$10.00) for each twenty-four hour period of accumulated stand-by time.

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ARTICLE 34.00 - Wage Rates

34.01 The rates of pay set forth in Appendix "B" shall become effective on the dates therein specified.

34.02 The rates of pay set forth in Appendix "B" are derived from "Step 4" rates as follows:

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| Step 1 | 82% |
| Step 2 | 87% |
| Step 3 | 93% |
| Step 4 | 100% |

34.03 Unless paid at a "Step 4" rate, an Employee shall advance to the next higher step on the first day of the month next following completion of twelve (12) months service in a particular step and classification. Such date shall become the Employee's anniversary date for subsequent progressions within the same classification.

34.04 A new Employee shall be paid at the rate set forth as "Step 1" in the appropriate classification, unless hired at Step 2 on account of relevant experience, and shall advance to the next applicable step effective the first day of the month next following completion of twelve (12) months

service in the same classification. Such date shall become the anniversary date for subsequent progressions within the same classification.

34.05 If a position is reclassified to a higher classification the Employee shall not be eligible for a progression advance until a minimum of twelve (12) months in the new classification has been served. Such Employees shall advance to the next higher step on the first day of the month next following the completion of twelve (12) months service in that step and classification.

34.06 In those cases where an Employee's salary is in excess of the maximum established for his/her classification under Appendix "B" of this Agreement his/her salary shall be maintained and not subject to adjustment of any kind. In any event salaries shall not be increased beyond these maxima ("Step 4") during the term of this Agreement.

34.07 For the purpose of determining appropriate dates for step progression as noted herein, maternity leaves and approved leaves of absence without pay in excess of six (6) consecutive weeks shall not be considered as qualifying service.

ARTICLE 35.00 - Sick Leave

35.01 All regular Employees qualify for sick leave benefits provided in this article (for probationary Employees see Article 15.04). Sick leave is defined as the period of time an employee is absent from work with full pay as a result of a disabling injury or illness.

35.02 When illness or injury causes absence from work the following shall apply:

- (a) The Employer may require medical evidence but not normally for periods of less than five (5) consecutive working days. Such medical evidence shall verify the disability or illness and inability to carry out normal duties and failure to provide such evidence may result in disciplinary measures.

(b) Frequent periods of sick leave may be reviewed in accordance with Article 35.03 (c) to determine if the employee is medically fit to carry out responsibilities on a full-time basis.

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Full salary shall be paid for the first six (6) months of sick leave.

(d) Following the six month qualification period eligible Employees shall claim any entitlement under the terms of the Salary Continuance Program then in effect.

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35.03 An Employee or a potential employee may be required to undergo without cost to such employee, medical examinations by a physician of the Employer's choice in the following instances:

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- (a) prior to employment,
- (b) immediately following employment,
- (c) in order to obtain health certificates, where the Employer in its discretion deems it necessary or desirable, including cases of repeated absences of less than five (5) days, provided a duplicate copy of the physician's report is given to the employee.

35.04 Proof of Illness

Where the Employer has reason to suspect an Employee's absence is not legitimate, for example, a pattern of absences not explained by a medical condition, or by being excessive when compared to other Employees, the Employee may be required to produce certification (including a standing directive to do so) acceptable to the Employer and/or certification from a physician in order to qualify for sick leave.

Any standing directive shall be reviewed after each three (3) month period to determine whether it should be withdrawn and the Employee shall be notified within five (5) working days of the decision. Upon request, the Employer shall notify the Employee in writing of the reason for the standing directive, and/or the reason for the decision not to withdraw a standing directive.

35.05 Review of Sick Leave Entitlement

The level of sick leave entitlement in 35.02 (c) above is intended primarily to provide income protection in cases of major illness or injury during the qualification period for the insured salary continuance programme. Also it provides coverage for short-term absence, reasonable in incidence and duration, due to illness or injury. Short-term absences are defined as absences of less than two (2) calendar weeks duration.

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Without detracting from any other rights of the Employer, if the frequency and/or amount of an Employee's short term absence in any twelve month period is excessive and if it is not attributable to a continuing medical condition, the Employee shall qualify for a maximum of eight (8) days of paid sick leave in the ensuing twelve month period. However, the Employee will qualify for regular coverage in the event of major illness or injury.

This limitation shall be withdrawn if after 12 months of active employment, the amount and/or frequency of short term illness returns to normal.

Any disagreements relating to any entitlement under this article 35.05 will be adjudicated by a panel comprised of a representative of the Union, a representative of the Employer and an agreed upon third party who may be an employee of the University.

35.06 Alcoholism and Drug Abuse

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Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging Employees afflicted by alcoholism or drug dependency to undergo a recognized program directed to the objective of their rehabilitation.

35.07 An Employee returning to work upon the expiration of a period of sick leave (as defined in Article 35.01) shall return to his/her original position. In the event that the position no longer exists or the Employee is incapable of carrying out the duties of that position, the Employer and

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the Union may agree to suspend normal posting procedures in order to enable continuing employment. In this event every effort shall be made to continue employment in a position at the same job classification and step level.

35.08 An Employee who has been absent from work as a result of a disabling injury or illness for more than six (6) months but less than twelve (12) months, who wishes to return to work at the University, shall submit a medical certificate to the **Director**, Personnel Services confirming that the employee is medically fit to resume work. The procedures set forth in Articles 11.08, 11.09 and 34.04 herein shall apply upon receipt of such a certificate but any entitlement under these articles will lapse at a date which is six (6) months from the expiry of paid sick leave as provided in Article 35.02(c) herein.

ARTICLE 36.00 - Leaves of Absence

36.01 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:

- (a) serve on a jury;
- (b) attend by reason of being a plaintiff or defendant, unless the **Employer** is a principal party in the action;
- (c) 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.

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36.02 BEREAVEMENT LEAVE

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- (a) In the event of a death of a husband or wife, a parent, parent-in-law, grandparent, grandchild, a son, daughter, brother, sister (including husband or wife of any of these), an Employee so bereaved shall be allowed leave with pay not exceeding three (3) working days. The days must be consecutive, and taken at the time of death, funeral or memorial service.
- (b) Request for such leave must be directed to the Employee's immediate supervisor.

36.03 CONFERENCE AND SEMINARS

Where an Employee is required by the Employer to attend conferences, seminars, meetings or courses, time off with pay shall be granted. All reasonable expenses shall be paid by the Employer for travel, meals, accommodations and registrations.

36.04 OTHER LEAVES

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Except as otherwise provided, nothing in this Agreement shall restrict the right of the Employer, through the Department Head and the Director, Personnel Services, to authorize leaves of absence with or without pay for emergencies or special circumstances.

ARTICLE 37.00 - Parental Leave

MATERNITY LEAVE

37.01 The Employer shall not terminate the employment of an Employee because she is pregnant. An Employee who has passed her probationary period, and any agreed extension thereof, shall be granted maternity leave in accordance with Article 37.04. However only Employees **who** have twelve (12) months of employment with the University shall be eligible for the Supplementary Unemployment Benefit Plan.

37.02 Maternity leave must be arranged in advance with the immediate supervisor or the department head and recorded in Personnel Services.

37.03 The Employer may require an Employee to commence a leave of absence at the time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy.

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37.04 A qualified Employee shall be granted maternity leave consistent in timing and duration with the Labour Standards Code of Nova Scotia. During this period she shall be eligible to claim benefits under the Supplementary Unemployment Benefit Plan as approved' by the federal government and outlined in Appendix "C" of this Agreement.

37.05 Before proceeding on maternity leave, each Employee claiming benefits shall sign an undertaking on a prescribed form that she will return to work at the end of her maternity leave, or any authorized extension thereof, and remain in the University's employ for a period of at least seventeen (17) weeks thereafter. Should an Employee fail to return to work or return for a period of less than seventeen (17) weeks, the Employer shall review each case on its own merits and may, at its option, require the Employee to repay all or part of the benefits received under the SUB Plan.

37.06 The Employee shall be granted leave of absence without pay after the date of delivery for one month longer, if in the written opinion of a legally qualified medical practitioner, it is needed.

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37.07 When an Employee reports for work upon the expiration of the period of leave, she shall resume work in the same position or, if the position has been eliminated, a comparable position to that which she held prior to the commencement of the maternity leave, with no ~~loss~~ of seniority or benefits accrued to the commencement of the maternity leave.

37.08 While on maternity leave, an Employee shall continue to accrue seniority for purposes of lay-off and/or job posting.

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ADOPTION LEAVE

37.09 The Employer shall, upon the request of an Employee and receipt of a copy of the notice of proposed adoption made by the Employee under the Adoption Act of a child five years of age or younger grant the Employee a leave of absence with pay for the week in which the adoptive child comes into full care of the employee and such additional weeks without pay, up to four, as the employee requests. In the event that both adoptive parents are employed by the Employer this provision shall have application only to one of those adoptive parents.

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37.10 An Employee who has passed the probationary period, and any agreed extension thereof, who is the primary care giver and who as such is eligible for Unemployment Insurance benefits for the purpose of adopting a child shall, in addition to the one week paid leave provided for in 37.08, be granted an unpaid leave of absence of sixteen (16) weeks.

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PATERNITY LEAVE

37.11 On the occasion of the birth of his child, a male Employee shall be granted special leave with pay up to a maximum of four (4) work days. This leave may be granted on separate days.

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ARTICLE 38.00 - Holidays

38.01 The Employer agrees that the following shall constitute paid holidays for all employees:

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| New Year's Day | Dartmouth Natal Day (half holiday) |
| Munro Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Dominion Day | Christmas Day |
| Halifax Natal Day | Boxing Day |

and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government.

Effective January 1, 1985, in the event that two or more paid holidays fall on the same day the total number of paid holidays noted in this section shall not be reduced. The Employer at its option and in advance ~~of~~ the displaced holiday, may declare another day or one-half day to be generally observed as a holiday in lieu of the time so displaced. Otherwise, qualified Employees will receive a floating holiday of appropriate duration to be taken at a mutually convenient agreeable time during the same calendar year.

- 38.02
- (a) Full-time Employees are entitled to all paid holidays. (For purposes of compensation a one-day holiday shall be equal ~~to~~ six and one-half ($6\frac{1}{2}$) hours.)
 - (b) Part-time Employees are entitled to time off for paid holidays on a prorata basis according to their regularly scheduled weekly hours, i.e. in the case of a full day holiday, entitlement would be 1/5 of their regularly scheduled weekly hours. In the case of a half-day holiday, entitlement would be 1/10 of their regularly scheduled weekly hours. **For** shift workers the regularly scheduled hours shall be the average weekly hours of the prior shift rotation.
 - (c) Recurring sessional Employees are entitled to paid holidays during the period they are actively employed on the same basis as regular staff.
 - (d) Full-time shift workers are entitled to **six and one half ($6\frac{1}{2}$)** hours pay or time in lieu thereof, in accordance with Article 38.03, **for** holidays falling on their regularly scheduled day off.

38.03 When a paid holiday falls on a full-time Employee's scheduled day off s/he shall receive another day off within thirty (30) days at a time of his/her choice with the approval of the immediate supervisor or department head or, in lieu thereof, pay for one full work day at her/his regular rate of pay. Notwithstanding the foregoing when a paid holiday falls on a Saturday or Sunday the Employer, at its option, may declare

another day to be observed as a holiday, in lieu thereof, and the Union shall be notified of the exact date at least one month prior to the holiday.

38.04 Where a holiday falls within an Employee's vacation period, the holiday shall not be counted as part of the vacation but shall be added to the end of the Employee's vacation period.

ARTICLE 39.00 - Annual Vacation

39.01 (a) The length of an Employee's annual vacation shall be determined by his/her seniority but, for the purpose of ✓ this article, seniority does not include maternity leaves or leaves of absence without pay.

(b) Vacation entitlement shall be calculated on the basis of a regular six and one half (6 1/2) hour work day.

39.02 An Employee shall receive regular salary for the period of annual vacation.

39.03 The vacation year shall be considered to be the period from June 1st to the succeeding May 31st, except for recurring sessional Employees where Article 18.05 shall apply.

39.04 Except as provided in Articles 39.08 and 39.10, vacations shall be taken within this period at a time authorized by the department head concerned, with due consideration being given to the efficient operation of the department and the personal wishes and seniority of the Employees.

39.05 Where it is verified that an Employee was hospitalized during his/her annual vacation the period of such hospitalization shall be considered as sick leave and the number of vacation days which have been so displaced may be taken at a later time in the same vacation year.

39.06 INITIAL VACATION

Employees commencing employment with the University during one vacation year shall be entitled to vacation with pay during the following vacation year in the amount of one and one-quarter (1 1/4) days for each complete month of service during the qualifying vacation year.

39.07 SUBSEQUENT VACATION

- (a) Employees with more than one year but less than ten (10) years of seniority as of June 1st shall be granted three weeks (15 working days (97.5 hours)) vacation in that vacation year.
- (b) Employees with ten (10) years or more of seniority shall be granted four weeks (20 working days (130 hours)) vacation beginning with the vacation year in which their tenth anniversary falls.
- (c) Employees with twenty (20) years or more of seniority shall *be* granted five weeks (25 working days (162.5 hours)) vacation beginning with the vacation year in which their twentieth anniversary falls.

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39.08 There shall be no right of postponement or accumulation of vacation, but, subject to the discretion of the **Employer** and the continuity of essential services within the department concerned, a maximum of one week (5 working days) vacation may be deferred at the employee's request to the following vacation year.

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39.09 Except as provided in Article 39.10 herein, vacations in excess of the foregoing shall not be granted but under special non-recurring circumstances leaves of absence without pay up to a maximum of one week (5 working days) may be authorized for vacation purposes by the department head concerned.

39.10 ADVANCE VACATION

- (a) Subject to subsection (b) hereof, at the request of an Employee and upon approval of the supervisor or department head, an employee with two (2) years or more of continuous completed service may be granted a maximum of five (5) days from the vacation to be earned for the following vacation year.
- (b) If an Employee has taken advance vacation and terminates employment without having earned such advance vacation, the equivalent pay for the number of days taken shall be deducted from monies owing at the time of termination.

39.11 Except as noted in Article 20.01 herein, on termination of employment an Employee shall be entitled to pay in lieu of vacation as follows:

- (a) If the Employee has not taken the vacation earned as of the preceding June 1st: Pay for the vacation at his/her current salary plus accrued vacation pay at 6%, 8%, or 10% (whichever is applicable) of gross straight time earnings from the preceding June 1st to the last day of work.
- (b) If the Employee has taken the vacation earned as of the preceding June 1st: Accrued vacation pay at 6%, 8%, or 10% (whichever is applicable) of gross straight time earnings from the preceding June 1st to the last day of work.
- (c) If the Employee was not in the University's employ on the preceding June 1st: Accrued vacation pay at 6% of gross straight time earnings from his/her service date to the last day of work.

ARTICLE 40.00 - Tuition Benefits

40.01 Subject to the conditions set forth in this Article, all non-probationary Employees working 50% or more of full-time hours shall be entitled to tuition benefits available herein.

- (a) All requests for tuition benefits **must** be approved in advance of registration by the Department Head concerned and the Director, Personnel Services.
- (b) Qualified Employees may claim tuition benefits for a maximum of two courses completed during the twelve (12) month period ending August 31 of each year while in the Employer's employ. (Two half credit courses shall be considered the equivalent of one full credit course.)
- (c) For income tax purposes and the purpose of (f) and (g), all proposed courses shall be identified in advance by the Employee and the Department Head concerned as job related or non-job related.
- (d) Courses may be taken during working hours only if the time required for attending classes can be adjusted to the requirements of the Department.

University Credit Courses

- (e) Tuition fees shall be waived for Employees taking university credit courses at Dalhousie University. Employees shall not be required to utilise this waiver for job related courses which **would** qualify for payment in accordance with 36.03.
- (f) Tuition fees may be reimbursed, at the sole discretion of the Employer, to Employees who have successfully completed job-related university credit courses taken at institutions other than Dalhousie University

Non-Credit Courses

- (g) Tuition fees shall, normally be waived for Employees taking job-related non-credit courses at Dalhousie University. Employees who fail or do not complete a course, forfeit entitle-

ment to this waiver and must successfully complete a subsequent job-related non-credit course in order to qualify for reimbursement in that instance and in order to regain entitlement.

- (h) Tuition fees may be reimbursed, at the ~~sole~~ discretion of the Employer, to Employees who have successfully completed work-related courses taken at **Dalhousie** which are relevant to the pursuit of alternative employment at **Dalhousie**.

40.02 If accepted as a student of the University in accordance with the regular admission regulations, a dependent child (as defined in income tax regulations) and/or spouse of a full-time Employee with at least two years' seniority as of the normal date of registration, shall be entitled to a waiver of 50% of the tuition fee applicable to all undergraduate students if the dependent child and/or spouse is registered in the College of Arts and Science, the faculty of Management, the Faculty of Health Professions or the School of Dental Hygiene. Where both parents are employees of the University, the tuition waiver for dependent children shall be one hundred percent (100%).

ARTICLE 41.00 - Discipline and Discharge

41.01 No Employee shall be disciplined or discharged except for just cause. Notice of discharge shall be consistent with the provisions of Article 20.03.

41.02 Before an Employee is disciplined (written warning or suspension only) or discharged ~~s/he~~ shall be advised ~~of~~ the right to have a Union representative present. This shall not preclude the right of the Employer to suspend "pending investigation" when a representative *is* not available.

41.03 On the request of an Employee who has been disciplined or discharged, the- Director, Personnel Services shall notify the employee in writing stating the reasons therefor, with a copy of such notice to be sent to the President of the Union. Such requests shall be made within three (3) working days of the discipline or discharge, and such notice shall be provided within three (3) working days of receipt of request. The Employer shall not be bound by the exact language of the statement of reasons at any subsequent arbitration hearings.

41.04 Where an Employee alleges that s/he has been disciplined or discharged in violation of Article 41.01, a grievance may be lodged in accordance with Article 40.00, provided that, in the case of a discharge, a grievance may be lodged at Step Two of the grievance procedure.

41.05 Where it is determined that an Employee has been disciplined or discharged without just cause, all records held by the Personnel Department and the Employee's department dealing with such discipline or discharge shall be removed from the files and destroyed. References, if any, to such discipline or discharge on documents required for bona fide administrative purposes shall not be released to unauthorized persons and under no circumstances shall be used to the disadvantage of the Employee concerned.

- 41.05 (a) The record of any employee shall not be used against such Employee following a disciplinary action if twelve (12) months have elapsed without further similar or related incidents.
- (b) The record of any Employee shall not be used against **such** Employee following a disciplinary action if twelve (12) months have elapsed without written warning or more serious disciplinary action for any reason, in accordance with 41.01 above.

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- (c) For discipline relating to wilful misconduct, disobedience, neglect of duty, sexual harassment or assault, the period shall be extended to five (5) years.

ARTICLE 42.00 - Grievance Procedure

42.01 For the purpose of this Agreement a grievance is defined as a claim by an Employee, the Union, or the Employer that there is a complaint or disagreement relating to the meaning, application, interpretation or alleged violation of this Agreement.

A Union grievance shall concern matters of general application or those involving the interpretation/administration of the collective agreement. Although an Union grievance may affect a specific individual, it is not intended to bypass the regular grievance procedure provided for Employees.

42.02 A grievor shall have reasonable time off without **loss** of pay to consult **his/her** Representative when meeting with the Employer in the grievance **process**.

42.03 An Employee who feels that s/he has a grievance shall first discuss the matter with the immediate supervisor within ten (10) working days of the occurrence of the incident or cause giving rise to the grievance and may have an Union Representative present during such discussions if so desired by the Employee. The supervisor shall provide the Employee with an answer to the grievance within three (3) working days of the discussions.

When any matter cannot be settled by the foregoing informal procedure it shall be submitted to the steps of the grievance procedure specified in Article 42.04 and the supervisor shall be notified accordingly.

Where the immediate supervisor is the Department Head the employee may present the grievance at Step Two. In this event the grievance shall be in writing, on the prescribed form (see Appendix "D"), shall specify the section or sections of this Agreement alleged to have been

misinterpreted, misapplied or violated and shall specify the redress sought. A copy of the written grievance shall be provided concurrently to the Department Head.

42.04 When a grievance **is** submitted to the steps specified in Article 42.05 the Employee shall be accompanied by a Representative of the Union.

42.05 STEP ONE

If the Employee is not satisfied with the decision of the immediate supervisor, s/he, within five (5) working days of receipt of that decision, may present the grievance in writing to the Department Head. Such written grievance shall be on the prescribed form, (see Appendix "D") shall specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and shall specify the redress sought. If the employee does not receive a satisfactory settlement within eight (8) working days from the date on which the grievance was presented, the Employee may proceed to Step Two.

STEP TWO

Within five (5) working days from the expiration of the eight (8) day period referred to in Step One, the Employee may present the grievance as written to the Director, Personnel Services. Any formal proposal of settlement of the grievance presented at Step One and correspondence must accompany the grievance when it is presented to the Director, Personnel Services. The Director, Personnel Services shall reply in writing to the Employee within twelve (12) working days from the date the grievance was presented to her/him. If the Employee does not receive a reply or satisfactory settlement of the grievance from the Director, Personnel Services the Employee may refer the grievance to Arbitration as provided in Article 45.00 hereof.

42.06 A grievance to be initiated by the Union shall be presented in writing to the Director, Personnel Services at Step Two within ten (10) working days of the Union being notified of the occurrence or cause giving rise to the grievance. Such written grievance shall be on the

prescribed form, (see Appendix "D") shall specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and shall specify the redress sought. Failing settlement, the arbitration provisions set forth in Article 43.00 shall apply.

42.07 A grievance to be initiated by the Employer shall be presented in writing to the President of the Union at Step Two within ten (10) working days of the Employer being notified of the occurrence or cause giving rise to the grievance. Such written grievance shall be on the prescribed form, (see Appendix "D") shall specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and shall specify the redress sought. Failing settlement, the arbitration provisions set forth in Article 43.00 shall apply.

42.08 The time limits referred to above and also in Article 43.00 (Arbitration Procedure) shall be strictly adhered to unless extended by mutual agreement of the Employer and Union. Requests for extensions must be made in writing to the President of the Union if requested by the Employer or Director, Personnel Services if requested by the Union.

42.09 Grievances alleging violations of Article 11.00 -- Lay-off, Redeployment and Recall (pertaining to recalls only); Article 25.00 -- Job Posting (except in those cases where the current supervisor is the hiring supervisor); Article 34.00 -- Wage Rates; Article 41.00 -- Discipline and Discharge (pertaining to discharge only); Article 45.00 -- Sexual Harassment may be filed directly at Step Two within ten (10) working days of the occurrence of the incident or cause giving rise to the grievance.

42.10 Regardless of any provision herein to the contrary, the Employer and the Union may agree to omit any or all of the procedures and/or steps set forth in the Article and refer a grievance directly to arbitration as specified in Article 43.00.

ARTICLE 43.00 - Arbitration Procedure

43.01 The Employer and the Union shall make every effort to promote and ensure the speedy dispatch of arbitration cases. Both parties wish and expect Arbitration Boards and single arbitrators named under this Article to observe the time limits specified, to conduct business and to render decisions with as much expedition as is reasonably possible.

43.02 When either party requests that a grievance be submitted to arbitration, the request shall be made within ten (10) working days of the date when the final decision referred to in Articles 42.04, 42.05 or 42.06 was made or should have been made. Such request shall be in writing and shall notify the other party of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving the notice.

43.03 The party to whom notice is given shall, within five (5) days after receiving the notice, name the person whom it appoints to be an arbitrator and advise the party who gave the notice of the name of its appointee.

43.04 The two arbitrators named in accordance with this provision shall within five (5) days after the appointment of the second of them name a third arbitrator who shall be the Chairperson of the Arbitration Board.

43.05 If the party to whom notice is given fails to name an arbitrator within the period of five (5) days after receiving the notice, or if the two arbitrators named by the parties fail to agree upon the naming of the Chairperson within five (5) days after the naming of the second arbitrator, the Minister of Labour of Nova Scotia shall, on the request of either party, name an arbitrator on behalf of the party who failed to name an arbitrator or shall name the Chairperson, as the case may be, and, if the case so requires, the said Minister shall name the second arbitrator and Chairperson.

The Arbitration Board named under this provision shall hear relevant evidence adduced relating to the difference or allegation and argument thereon by the parties or counsel on behalf of either or both of them and make a decision on the difference or allegation and the decision shall be final and binding upon the parties and upon any person on whose behalf this Agreement was made. The decision of the majority of the members of an Arbitration Board named under this provision shall be the decision of the Board and if there is no majority decision the decision of the Chairperson shall be the decision of the Board.

43.06 Regardless of any Article herein to the contrary, should both parties agree, a single arbitrator may be used instead of a three (3) member Arbitration Board. It is agreed that the appointment of a single arbitrator shall be seriously considered by both parties in cases concerning an Employee's seniority or salary.

- 43.07**
- (a) On selection, the Chairperson of the Arbitration Board or the single arbitrator shall, with all possible dispatch, arrange for the case to be heard. In any event, the hearing will take place within forty-five (45) calendar days of his/her selection unless this requirement is expressly waived by the parties to the Agreement.
 - (b) 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 unless this requirement is expressly waived by the parties to this agreement.

43.08 The Arbitration Board or single arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary matters before them, but shall not have the power to add,

subtract or modify any terms of this Agreement, or to make any decision inconsistent with this Agreement.

43.09 An Employee who is required to attend an arbitration hearing by reason of being a grievor or a witness at such hearing shall be permitted to be absent from work for the required period and shall suffer no loss in normal pay.

43.10 Any member of the Arbitration Board or the single arbitrator named under this Article shall have access to university premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.

43.11 Each party who is required to name a member of the Arbitration Board shall pay the remuneration and expenses of the member and witness(es) and the parties shall pay the remuneration and expenses of the Chairperson, or a single arbitrator in accordance with Section 41 (2) of the Trade Union Act.

ARTICLE 44.00 - No Discrimination

44.01 The parties agree that there shall be no discrimination or harassment exercised or practiced with respect to any Employee by reason of marital status, whether or not the Employee has children, familial relationship, race, creed, colour, sex, sexual orientation, ethnic or national origin, physical or mental handicap (providing the handicap does not preclude the Employee carrying out assigned duties), age (except as may be permitted by the Human Rights Act, Nova Scotia), religious or political affiliation or lack of affiliation, place of residence, or Union affiliation or involvement.

ARTICLE 45.00 - Sexual Harassment

45.01 The Employer and the Union agree that it is of mutual benefit to support the procedures and recommendations outlined in the report "A Plan for Positive Action: The Report of the Presidential Advisory Committee on Sexual Harassment, Dalhousie University, January, 1984", hereinafter

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referred to as the Report. It is recognized that such procedures and recommendations may be modified following the evaluation under Part Three 6. of the Report.

45.02 Subject to Article 45.01 herein the **Employer** and the Union agree that sexual harassment is defined as any sexually-oriented behaviour of a deliberate or negligent nature which adversely affects the working or learning environment. It includes but *is* not limited to:

- (a) Sexual solicitation or advance of a repeated, persistent or abusive nature made by a person who knows or ought to know that such solicitation or advance is unwanted;
- (b) implied or expressed promise or reward for complying with a sexually oriented request;
- (c) reprisal in the form either of actual reprisal, or of the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;
- (d) sexually-oriented remarks or behaviour on the part of a person who knows or ought to know that such remarks or behaviour may create a negative psychological or emotional environment for work or study.

45.03 The Employer and the Union acknowledge that an Employee within the bargaining unit alleging or accused of sexual harassment shall continue to have the right to Union representation where consistent with procedures established under the Report.

45.04 An Employee may make a complaint of sexual harassment through the procedures outlined in the Report or alternatively, at his/her option, at Step Two of the grievance procedure specified in Article 42.00 of this Agreement, but shall not do so concurrently. In the event that an Employee uses the procedures outlined in the Report the time limits for filing the same complaint under Article 42.00 shall be extended to a

maximum of ten (10) working days from the date on which the Hearing Panel forwards its decision on the case to the President **or** from the date the Employee withdraws from the procedure, whichever is applicable.

45.05 When authorized in writing by an Employee who is a complainant or respondent in an action being processed in accordance with the Report, the appropriate Union representative shall be provided with all documented information relative to the case as may be permitted by the operating procedures established by the Report.

45.06 Nothing in this Article shall be construed as restricting the Employer's rights to manage the University including the right to determine and impose appropriate discipline.

ARTICLE 46.00 - Affirmative Action

46.01 The Employer agrees that the Union shall have the right to be represented **on** the Council on Employment Equity through Affirmative Action.

ARTICLE 47.00 - Employee Records

47.01 For the purpose of this article, personal files shall be those records pertaining to the employment of individual members of the bargaining unit as may be maintained by their Departments and/or Personnel Services.

47.02 All information contained in personal files relating to disciplinary matters or to an Employee's job performance, financial status or health shall be considered confidential and shall not be released without the express written consent of the Employee involved except as required by law or the internal administrative purposes of the University.

47.03 From the date of signing of this Agreement a copy of any disciplinary document to be placed in an Employee's personal file shall be supplied concurrently to the Employee. Such document shall be placed in

an Employee's file within ten (10) days of the occurrence of the incident or cause giving rise to the disciplinary action.

47.04 An Employee shall have the right to examine, during regular office hours, all documents in her/his personal file except for confidential references recorded or obtained during the employment process, which shall be held confidential. On written request to the supervisor concerned an Employee may receive, at her/his own expense, copies of any documents to which s/he has the right of examination.

ARTICLE 48.00 - Pay Periods

48.01 All Employees shall be paid on the twenty-seventh day of each month or, in the event that this is a non-working day, on the working day immediately preceding the twenty-seventh. In December of each year Employees shall be paid prior to Christmas Day but not earlier than December 17th.

48.02 A payroll error in excess of twenty dollars (\$20.00) shall be corrected and an appropriate cheque issued within two (2) working days of being brought to the attention of Personnel Services by the Employee's supervisor.

ARTICLE 49.00 - Future Legislation

49.01 In the event that any laws passed by the Legislature applying to the Employees covered by this Agreement render null and void any provision of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of the Agreement.

ARTICLE 50.00 - Revision or Waiver by Mutual Agreement

50.01 The Employer and the **Union** agree that any provision in this Agreement except that relating to its duration may be cancelled, waived, or amended by mutual agreement.

ARTICLE 51.00 - Copies of Agreement

51.01 The Employer agrees to supply each employee in the bargaining unit with a copy of this Agreement as soon as possible after the date of signing and also to supply one to each new employee hired thereafter. The Employer and the Union will bear the cost of printing equally.

ARTICLE 52.00 - Duration of Agreement

52.01 This Agreement shall be in effect for a term beginning July 1, 1990, to and including June 30, 1993, and shall be renewed thereafter unless either party gives to the other party notice in writing consistent with Section 32 of the Trade Union Act of Nova Scotia, that it desires to amend its provisions.

52.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed or a legal right to strike or lockout accrues, whichever comes first.

DATED at Halifax, in the County of Halifax, and Province of Nova Scotia,
this 20th day of March, A.D. 1991.

SIGNED, SEALED AND DELIVERED

in the presence of

Arthur Dawson
Heather Cook
Ed (Tony) Smith
Mr. R. [unclear]

THE GOVERNORS OF
DALHOUSIE COLLEGE
AND UNIVERSITY

[Signature]

[Signature]

DALHOUSIE STAFF
ASSOCIATION

[Signature]

James E. Deane

Connie Farrell

[Signature]

APPENDIX "A" (Page 1)BARGAINING UNIT OF DALHOUSIE STAFF ASSOCIATION

All non-academic regular full-time and regular part-time employees of Dalhousie University located on its campus at Halifax and other locations including the Victoria General Hospital, the Halifax Infirmary, the Camp Hill Hospital, the Institute of Pathology (Dr. D. J. MacKenzie Diagnostic Centre), the Izaak Walton Killam Hospital for Children, the Grace Maternity Hospital, and the Dalhousie Arts Centre, who perform clerical, technical, non-professional library, and other non-academic duties, who are not covered under any other collective agreement, save and except, (a) All employees in the Advisory Group on Planning and Co-ordination and those persons exercising managerial functions and those persons excluded by other collective agreements: (b) Persons employed in the following positions associated with the central business office:

Controller

· Business Manager

Chief Accountant

Budget Officer

Finance Officer

Internal Auditor

Accountants

Payroll Supervisor

Head Cashier

Accounts Supervisor

Research Grants Officer

(c) Persons employed in the following positions:

President

Vice-Presidents

Assistants to the President and Assistants to the Vice-presidents

Dean of Student Services, Freshmen, Residences

Deans of Faculty

Registrar

Assistant and Associate Registrars

APPENDIX "A" (Page 2)

Purchasing Agent and Assistant Purchasing Agent

Head Co-ordinator of the Aquatron

Building Superintendent and/or managers

Bookstore Manager and Assistant Manager

Chaplains

Security Police

Centrex Supervisor

Confidential secretaries in the office of the President, Vice-

Presidents, Assistants to the President and Vice-presidents

The personal secretaries to each academic Dean

Administrative Officers

Professional Librarians

Directors, Assistant Directors or Heads of the following Schools
and Departments:

Admissions

Alumni

Arts Centre

Athletics and Recreational Services

Awards

A/V Graphics

Business Administration

Computing and Information Services

Dental Hygiene

Development

Health Service

Henson College of Public Affairs and Continuing Education

Housing and Conferences

Library and Information Studies

Nursing

Personnel Services

Pharmacy

Physical Plant and Planning

APPENDIX "A" (Page 3)

Physiotherapy

Printing Centre

Public Relations

Recreation, Physical and Health Education

Security/Traffic

Social Work

Student Counselling

Summer School

- (d) Students and casual or irregularly employed persons;
- (e) Post Doctorate Fellows, Research Fellows, Teaching Fellows, Research Associates and Assistants, Instructors, Laboratory Demonstrators, Sport Coaches and Trainers;
- (f) Grant-paid employees.

&

KEY TO
APPENDIX "B"
EFFECTIVE 1 JULY 1991

GROUP A - CLERICAL/SECRETARIAL

| <u>JOB CLASSIFICATION</u> | <u>LEVEL</u> |
|---------------------------|--------------|
| Centrex Operator | C-1 |
| Secretary | C-1 |
| Clerk | C-1 |
| Clerk Typist | C-1 |
| Secretary | C-2 |
| Clerk | C-2 |
| Clerk Typist | C-2 |
| Secretary | C-3 |
| Clerk | C-3 |
| Clerk Typist | C-3 |
| Secretary | C-4 |
| Clerk | C-4 |
| Admin. Secretary | C-5 |
| Clerk | C-5 |
| Admin. Secretary | C-6 |
| Senior Clerk | C-6 |
| Specialist | C-7 |
| Specialist | C-8 |

GROUP B - TECHNICAL

| <u>JOB CLASSIFICATION</u> | <u>LEVEL</u> |
|---------------------------|--------------|
| Technical Assistant | T-1 |
| Technical Assistant | T-2 |
| Technical Assistant | T-3 |
| Technical Assistant | T-4 |
| Technician | T-5 |
| Technician | T-6 |
| Technician | T-7 |
| Technician | T-8 |
| Technologist | T-9 |
| Technologist | T-10 |

GROUP C - LIBRARY

| <u>JOB CLASSIFICATION</u> | <u>LEVEL</u> |
|---------------------------|--------------|
| Library Assistant | LA-1 |
| Library Assistant | LA-2 |
| Library Assistant | LA-3 |

APPENDIX "B" (Page 1)

WAGE RATE

Effective July 1, 1990 - June 30, 1991
 GROUP A - CLERICAL/SECRETARIAL

| LEVEL | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|--------|--------|--------|--------|
| C-B | 13,040 | 13,836 | 14,790 | 15,903 |
| C-C | 13,636 | 14,467 | 15,465 | 16,629 |
| C-D | 14,418 | 15,297 | 16,352 | 17,583 |
| C-E | 15,027 | 15,943 | 17,042 | 18,325 |
| C-F | 15,735 | 16,694 | 17,846 | 19,189 |
| C-G | 16,357 | 17,354 | 18,551 | 19,947 |
| C-H | 17,057 | 18,097 | 19,345 | 20,801 |
| C-J | 17,918 | 19,010 | 20,321 | 21,851 |
| C-K | 18,815 | 19,962 | 21,339 | 22,945 |
| C-L | 20,107 | 21,333 | 22,805 | 24,521 |
| C-M | 20,558 | 21,812 | 23,316 | 25,071 |
| C-N | 21,429 | 22,736 | 24,304 | 26,133 |
| C-O | 24,217 | 25,694 | 27,466 | 29,533 |
| C-P | 25,494 | 27,048 | 28,914 | 31,090 |

GROUP E - TECHNICAL

| | | | | |
|-----|--------|--------|--------|--------|
| T-A | 11,319 | 12,009 | 12,838 | 13,804 |
| T-B | 13,571 | 14,399 | 15,392 | 16,550 |
| T-C | 15,103 | 16,024 | 17,129 | 18,418 |
| T-D | 15,794 | 16,757 | 17,913 | 19,261 |
| T-E | 16,559 | 17,569 | 18,780 | 20,194 |
| T-F | 18,458 | 19,584 | 20,934 | 22,510 |
| T-G | 19,654 | 20,852 | 22,290 | 23,968 |
| T-H | 21,599 | 22,916 | 24,496 | 26,340 |
| T-J | 23,408 | 24,835 | 26,548 | 28,546 |
| T-K | 27,904 | 29,605 | 31,647 | 34,029 |
| T-L | 31,444 | 33,361 | 35,662 | 38,346 |
| T-M | 33,330 | 35,362 | 37,801 | 40,646 |

The Step 4 rates shown above represent a 4.2% scale increase over the 30 June 1990 rates, and the other steps are derived in accordance with Article 34.02.

APPENDIX "B" (Page 2)

WAGE RATE

Effective July 1, 1991 - December 31, 1991

CLERICAL/SECRETARIAL

| LEVEL | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|--------|--------|--------|--------|
| C-1 | 14,181 | 15,046 | 16,083 | 17,294 |
| C-2 | 16,365 | 17,363 | 18,560 | 19,957 |
| C-3 | 17,011 | 18,048 | 19,293 | 20,745 |
| C-4 | 18,635 | 19,771 | 21,134 | 22,725 |
| C-5 | 20,912 | 22,187 | 23,717 | 25,502 |
| C-6 | 22,286 | 23,645 | 25,276 | 27,178 |
| C-7 | 25,185 | 26,721 | 28,564 | 30,714 |
| C-8 | 26,514 | 28,131 | 30,071 | 32,334 |

TECHNICAL

| | | | | |
|------|--------|--------|--------|--------|
| T-1 | 14,114 | 14,974 | 16,007 | 17,212 |
| T-2 | 15,707 | 16,665 | 17,814 | 19,155 |
| T-3 | 16,425 | 17,427 | 18,629 | 20,031 |
| T-4 | 17,222 | 18,272 | 19,532 | 21,002 |
| T-5 | 19,196 | 20,367 | 21,771 | 23,410 |
| T-6 | 20,440 | 21,686 | 23,182 | 24,927 |
| T-7 | 22,463 | 23,833 | 25,476 | 27,394 |
| T-8 | 24,344 | 25,829 | 27,610 | 29,688 |
| T-9 | 29,020 | 30,789 | 32,913 | 35,390 |
| T-10 | 32,702 | 34,696 | 37,088 | 39,880 |
| T-11 | 34,663 | 36,777 | 39,313 | 42,272 |

LIBRARY

| | | | | |
|------|--------|--------|--------|--------|
| LA-1 | 18,635 | 19,771 | 21,134 | 22,725 |
| LA-2 | 19,568 | 20,761 | 22,193 | 23,863 |
| LA-3 | 21,381 | 22,684 | 24,249 | 26,074 |

The Step 4 rates shown above represent a 4% scale increase over the 30 June 1991 rates, and the other steps are derived in accordance with Article 34.02.

NOTES: Certain clerical series were deleted and the series was renumbered.

A new library series was established.

Level T-A was eliminated and the technical series was renumbered.

APPENDIX "B" (Page 3)

WAGE RATE

Effective January 1, 1992 - June 30, 1992
CLERICAL/SECRETARIAL

| LEVEL | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|--------|--------|--------|--------|
| C-1 | 14,323 | 15,196 | 16,244 | 17,467 |
| C-2 | 16,529 | 17,537 | 18,746 | 20,157 |
| C-3 | 17,181 | 18,228 | 19,485 | 20,952 |
| C-4 | 18,821 | 19,968 | 21,345 | 22,952 |
| C-5 | 21,121 | 22,409 | 23,954 | 25,757 |
| C-6 | 22,509 | 23,882 | 25,529 | 27,450 |
| C-7 | 25,437 | 26,988 | 28,850 | 31,021 |
| C-8 | 26,779 | 28,412 | 30,371 | 32,657 |

TECHNICAL

| | | | | |
|------|--------|--------|--------|--------|
| T-1 | 14,255 | 15,124 | 16,167 | 17,384 |
| T-2 | 15,865 | 16,832 | 17,993 | 19,347 |
| T-3 | 16,589 | 17,601 | 18,815 | 20,231 |
| T-4 | 17,394 | 18,454 | 19,727 | 21,212 |
| T-5 | 19,388 | 20,570 | 21,989 | 23,644 |
| T-6 | 20,644 | 21,903 | 23,414 | 25,176 |
| T-7 | 22,688 | 24,071 | 25,731 | 27,668 |
| T-8 | 24,588 | 26,087 | 27,886 | 29,985 |
| T-9 | 29,310 | 31,097 | 33,242 | 35,744 |
| T-10 | 33,029 | 35,043 | 37,459 | 40,279 |
| T-11 | 35,010 | 37,145 | 39,706 | 42,695 |

LIBRARY

| | | | | |
|------|--------|--------|--------|--------|
| LA-1 | 18,821 | 19,968 | 21,345 | 22,952 |
| LA-2 | 19,764 | 20,969 | 22,415 | 24,102 |
| LA-3 | 21,595 | 22,911 | 24,492 | 26,335 |

The Step 4 rates shown above represent a 1% scale increase over the 31 December 1991 rates, and the other steps are derived in accordance with Article 34.02.

APPENDIX "B" (Page 4)

WAGE RATE

Effective July 1, 1992 - June 30, 1993

The wage rates effective 1 July 1992 will be calculated and published after the year-over-year change in the C.P.I. Index, Canada, as at 31 December 1991 is known.

APPENDIX "C" (Page 1)
SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN
FOR
Members of Dalhousie Staff Association

Purpose

The purpose of the plan is to supplement unemployment insurance benefits paid during periods of maternity leave to female members of the Dalhousie Staff Association Bargaining Unit certified by Nova Scotia Labour Relations Board.

Term of Agreement

The term of the plan will coincide with the term of the collective agreement signed March 10, 1982 and all subsequent agreements which provide the maternity leave to be supported under a similar plan. The plan will be effective on July 1, 1983 and will terminate June 30, 1984, subject to extensions as may be provided under successor collective agreements.

Administration

The Employer will administer the plan and, subject to the provisions of the collective agreement and the provisions contained herein, will be the only authority for determining eligibility for benefits under the plan.

Plan Funding

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

Eligibility

Any Employee in the bargaining unit, as defined in the collective agreement, having been employed with the University for a minimum of twelve months, who is granted maternity leave consistent in timing and duration with the Labour Standards Code of Nova Scotia, will be eligible for benefits under the plan, provided the employee has registered at and complied with the reporting requirements of the Unemployment Insurance Commission and the University, and qualifies under the Unemployment Insurance Act for unemployment insurance benefits and supplementary benefits as outlined herein.

Benefit

The benefit payable by the **Employer** under the SUB plan is a weekly amount, which combined with the unemployment insurance benefit and any other earnings from employment, will equal 95% of the Employee's normal authorized prorated annual salary from service with the University at the commencement of the maternity leave. Benefits will be paid up to a maximum of fifteen consecutive weeks preceded by an unemployment insurance waiting period of two weeks. The Employee will receive as the sum total of SUB payments and any other earnings, a maximum benefit equal to 95% of her normal university salary during the waiting period since unemployment insurance benefits will not be paid. All amounts paid under the plan will be subject to normal income tax deductions.

Benefit Non-Entitlement

1. Total benefits are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the Unemployment Insurance Act.

APPENDIX "C" (Page 3)

2. Benefits are not payable if:
 - (a) the Employee has been dismissed or suspended without pay as per Article 41.00 of the collective agreement;
 - (b) the Employee has terminated her employment through resignation;
 - (c) an application is made during a period when the Employee is currently on strike, participating in picketing or concerted work interruptions;
 - (d) the Employee is on an approved leave of absence without pay;
 - (e) the Employee is receiving insurance benefits under the University's long term disability program.

Application for Benefits

An Employee may make application to the **Employer** for maternity leave commencing at any time during a period of ten weeks immediately preceding the specified week of birth. Application should also be made at the same time to the Unemployment Insurance Commission so that the unemployment benefits may commence at the end of the two week waiting period.

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

- (a) she will return to work on the working day immediately following the expiry date of her maternity leave, or any authorized extension thereof, and

APPENDIX "C" (Page 4)

- (b) she will remain in the employ of the Employer for at least seventeen (17) weeks following her return to work, and
- (c) should she fail to return to work as provided under (a) above the Employer at its option, may require her to repay the full amount of Supplementary Unemployment Benefits received during the entire period, and
- (d) should she leave the Employer's employ before seventeen (17) weeks have elapsed as provided under (b) above the Employer at its option, may require her to repay a proportion of such benefits equal to that proportion of the seventeen (17) week period she has not worked.

Benefit Adjustment

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

Other Staff Benefits

A full-time or regular part-time Employee shall continue to participate in the group life insurance, long term disability insurance, pension plan and may continue the dental plan, voluntary group term life insurance, voluntary personal accident insurance and Blue Cross major medical plan. The Employee's portion of the applicable premiums and pension contributions would be deducted from the Supplementary Unemployment Benefit payments made by the Employer up to a maximum

2010
2009
2/9/09
2/9/09

11/11

APPENDIX "C" (Page 5)

of seventeen (17) weeks. Although eligibility for long term disability benefits is maintained, benefit payments will not be made during the term of the maternity leave.

Modifications

The **Employer** will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty days of the effective date of the change.

Interpretation/Grievances

No question involving the interpretation or application of the Unemployment Insurance Commission portion of the benefit will be subject to the formal grievance procedure provided for in the collective agreement between the **Employer** and the Union acting as bargaining agent for the employees covered by the plan.

* * * * *

SUPPLEMENTARY UNEMPLOYMENT BENEFITS CLAIM/UNDERTAKING
(per collective agreement Dalhousie University/Dalhousie Staff Association)

TO: _____ (Department Head)
[Please print or type]

FROM: _____ (Claimant)
[Please print or type]

This will advise you that I am eligible for maternity leave and Supplementary Unemployment Benefits as specified in Article 37.00 and Appendix "C" of the above-noted collective agreement and hereby claim such leave and benefits for the period _____ 19__, to _____ 19__, inclusive.

APPENDIX "C" (Page 6)

Page 2

In consideration of the foregoing I hereby undertake:

- (a) to return to work following conclusion of my leave, or any authorized extension thereof, and
- (b) to remain in the employ of the University for a period of at least seventeen (17) weeks from that date.

If these two conditions are not met, I understand and agree that the **Employer**, at its option, may require me to repay, in the first instance

- (a) the full amount of Supplementary Unemployment Benefits received during the entire period of my leave, and in the second instance
- (b) a proportion of such benefits equal to that proportion of the seventeen (17) week period which I have not worked.

Claimant's signature

Department Head's signature

Date of Claim

Date of Approval

(Please attach original approved copy of this form to appropriate Staff Payroll Information Profile.)

APPENDIX "D"

GRIEVANCE FORM

DALHOUSIE UNIVERSITY/DALHOUSIE STAFF ASSOCIATION

Grievor _____ Department _____

Position _____ Classification _____

Immediate Supervisor _____ Dept. Head _____

Details of Grievance: (**add** separate sheets **if** necessary) _____

Section(s) of Agreement Violated: _____

Redress Sought: _____

Date: _____ Signature of Grievor: _____

LETTERS OF UNDERSTANDING (Page 1)

Mr. Michael Roughneen,
Director
Personnel Services
Dalhousie University

20 March 1991


Dear **Mr. Roughneen:**

Re: Contracting Out

This is to confirm our understanding that effective with the signing of the Collective Agreement, an ad hoc committee comprised of one Employer and one Union representative shall be struck to review contracting out relating to the services specified in Article 5.04 and as permitted by Article 5.02.

The committee shall operate for at least one academic year and shall meet at least quarterly. The committee shall have the right to request the information necessary to fulfil this mandate, from Financial Services or other Departments. The committee shall report to the Parties at the end of the next academic year.

Yours sincerely,



George A. Evans,
President
Dalhousie Staff Association

Mr. George A. Evans
President
Dalhousie Staff Association

20 March 1991

Dear **Mr. Evans:**

Effective with the signing of the collective agreement, the Employer will supply to a designated officer of the Union substantiating data sheets as jobs are evaluated in Committee and after jobs go through job evaluation appeals.

The Union agrees that this information will be kept confidential by this Officer, and will only be used by **her/him** to advise members, in general terms without release of specific data, why jobs have been classified as they are, and to assist members going through job evaluation appeals.

Yours sincerely,



Michael J. Roughneen
Director
Personnel Services

LETTERS OF UNDERSTANDING (Page 2)

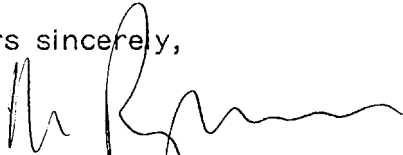
Mr. George A. Evans
President
Dalhousie Staff Association

20 March 1991

Dear Mr. Evans:

We confirm that the Administration will advise the Association of any consulting study commissioned by it which is specifically related to both major organizational change and the employment of Association members. The Employer and the Union will consult prior to the initiation of any such study, as well as throughout the duration of the study and the implementation of any recommended changes.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Michael Roughneen', with a long, wavy horizontal line extending to the right.

Michael Roughneen,
Director
Personnel Services

