

**Agreement Between**

**SAINT MARY'S UNIVERSITY**

**and**

**THE NOVA SCOTIA GOVERNMENT  
EMPLOYEES UNION**

**July 1, 2000**  
**to**  
**June 30, 2003**

13334 (b1)

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## **PURPOSE**

The purpose of **this** Agreement is to **set out** the **terms and** conditions of employment for those employees of **the** University included in the **bargaining** unit

## **BETWEEN**

**SAINT MARY'S UNIVERSITY**, a body corporate of Halifax Regional Municipality in the Province of Nova Scotia, hereinafter called the "University"

## **AND**

**NOVA SCOTIA GOVERNMENT EMPLOYEES UNION**, hereinafter called the "Union"

**WHEREAS** the Labour Relations **Board** (Nova Scotia) under Order No. 2768, dated July 17<sup>th</sup> 1981, **as** amended by Order **No.** 4149 (dated **January** 26<sup>th</sup>, 1994), certified the Union **as** bargaining agent for all full-time and **regular** part-time non-academic employees of Saint **Mary's** University, Halifax, Nova Scotia, **who** perform clerical, technical and **non-professional** librarian and other non-academic duties who **are** not covered by a Collective Agreement, but excluding those classifications **as** described in Appendix "A" and those employees excluded in paragraphs (a) and (b) of Subsection (2) of Section 1 of **the** Trade Union Act, and it is therefore agreed:

## ARTICLE 1      DEFINITIONS

Union	means the Nova Scotia Government Employees Union.
Union Local	<b>means</b> Local 79, Nova Scotia Government Employees Union.
University	means the Board of <b>G</b> overnors of Saint <b>M</b> ary's University or its representatives <b>acting</b> on their <b>behalf</b> .
Employee	means any person employed by the University in a position <b>within</b> the bargaining unit.
Full-time Employee	<b>means</b> one <b>who works the normal hours</b> for a full-time employee <b>as set forth</b> in Article 15.
Sessional Full-time Employee	means one <b>who works the hours of work</b> as set <b>forth</b> in Article 15 in a recurring authorized position for a period which is approximately concurrent with the University's academic year but less <b>than</b> a calendar year.
Regular Part-time Employee	<b>means an</b> employee, who works less <b>than the</b> normal hours of a full-time employee who is employed on a continuing and <b>recurring</b> basis and <b>who</b> works a minimum of seventeen and one-half (17½) hours <b>per week</b>
Sessional Part-time Employee	means <b>an</b> employee <b>who works less than the normal hours of a full-time</b> employee and <b>who works a minimum of</b> seventeen <b>and</b> one-half (17½) hours per week for a period <b>which</b> is approximately concurrent <b>with</b> the University <b>academic year</b> but less <b>than a</b> calendar <b>year</b> .
Temporary Employee	means <b>an</b> employee, not a member of <b>the bargaining unit</b> , hired for a non-recurring specific purpose <b>and</b> for a specific period of time not <b>to</b> exceed nine (9) months. Extensions of up to 24 months <b>may</b> be granted <b>by</b> mutual agreement of the Union <b>and</b> University,

Qualified	for the purposes of Article 9, qualified means an employee who meets the qualifications as per the job description and possesses the knowledge, experience, and past performance to meet job requirements.
Day	means working day unless otherwise designated,
spouse	for the purposes of this Agreement, a "spousal relationship" shall exist when an employee is married, or when, for a continuous period of more than one (1) year an employee has lived with a person, represented that person to be their spouse, and lives and intends to continually live with that person as if that person were their spouse.

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

## ARTICLE 2 RECOGNITION

- 2.1 The University recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined in the Labour Relations Board Order No. 2768, July 17<sup>th</sup>, 1981; as amended by Labour Relations Board Order No. 4149 dated January 26, 1994.
- 2.2 The University agrees that where this Agreement requires correspondence be given to the Union relating to matters covered by this Agreement, such correspondence shall be sent to the Union Local or designate.
- 2.3 No employee shall be required or permitted to make any written or oral agreement with the University or its representatives, which may conflict with the terms of this Agreement.
- 2.4 No employee or group of employees shall undertake to bind the Union at meetings with the University without the prior written authorization of the Union.
- 2.5 Should new positions be developed the University shall notify the Union in writing. Within ten (10) days of receiving notification, the Union may request to meet with the University. The parties shall meet and attempt to reach agreement on such new positions as to whether such classifications or positions should be included in the bargaining unit. When agreement is reached, written confirmation shall be exchanged between the University and the Union. If no agreement can be

reached, either party may refer the matter to the Labour Relations Board (Nova Scotia). Such position shall remain outside of the bargaining unit until a decision is rendered.

- 2.6 The University 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 endeavor 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.
- 2.7 Should the University create a new position within the bargaining unit during the term of this Agreement, a provisional salary rating will be set by Human Resources. Should the University create a new classification the parties agree to meet and attempt to reach agreement regarding the appropriate rate of pay for such classification. When agreement is reached, written confirmation shall be exchanged between the University and the Union. If the parties cannot agree, the matter may be referred to arbitration as per Article 29 of the collective agreement.
- 2.8 Provided that the orderly operation of the University is not affected, an Employee Relations Officer from the Union shall have access to the premises to discuss Union business with the University and/or its Employees. Where the Employee Relations Officer will be meeting with Employees in the workplace during working hours, the employee shall seek authorization from the Department Head or designate. This will not be abused by the Employee and such authorization will not be unreasonably withheld.
- 2.9 The University shall provide the Union Local with the following information regarding bargaining unit positions, upon request: salaries, group and step, position classifications, job descriptions, job evaluation questionnaire, job fact sheet, job evaluation policy, applied weightings for factors, factor levels and their value, point ranges for salary classification groups and consider reasonable requests for other information.
- 2.10 The University shall provide the Union Local with office space for the period of this agreement, together with furnishings as may be required.

### ARTICLE 3      MANAGEMENT RIGHTS



- 3.1 Except to the extent expressly abridged by specific provisions of this Agreement, the University reserves and retains solely and exclusively, all its inherent rights to manage the University.
- 3.2 It is the function of the University to manage the operation of the University and its programs, which function includes, without limiting the generality of the foregoing, or Article 3.1, the right to determine employment, complement, organization, work methods and procedures, kinds and locations of equipment, assignment, training, job classification, employee evaluation, promotion, demotion, and lay-off, subject to the provisions of this Agreement.
- 3.3 The University shall exercise its rights in a manner that is consistent with the terms of this Agreement.

#### ARTICLE 4 NO STRIKES AND LOCKOUTS

- 4.1 In view of the orderly procedure for settling grievances and following the signing of this Agreement, the University agrees that it will not cause or direct, during the term of this Agreement, any lock-out of its employees and the Union agrees that during the term of this Agreement, there will be no strike or other collective action which will stop, curtail, or interfere with the University's operations.
- 4.2 In the event that any employees of Saint Mary's University, other than those covered by this Agreement, engage in a lawful strike, Employees covered by this Agreement shall not be required to perform work normally done by such striking employees.

#### ARTICLE 5 NO DISCRIMINATION

- 5.1 It is agreed that there will be no discrimination against any employee by the University or the Union, by reason of any of the prohibited grounds for discrimination, such as age race, colour, religion, creed, sex, sexual orientation, physical or mental disability, ethnic, national or aboriginal origin, family or marital status, source of income, political belief, affiliation, or activity. Except that this provision shall not be construed to interfere with normal retirement age as per Article 42.1.
- 5.2 The Parties agree that there will be no discrimination With respect to any Employee for reason of membership, lack of membership or legal activity in the Union.

## ARTICLE 6 UNION OFFICERS AND REPRESENTATIVES

- 6.1 The University acknowledges the right of the Union **and** the Union Local to elect/appoint employees as Executives and Representatives and recognizes that it is the responsibility of such executives and representatives to assist in the administration of this Agreement.
- 6.2 The Union Local shall determine the jurisdiction of each Representative having regard to the plan or organization, the distribution of Employees at the work place, and the structure implied by the grievance procedure, provided ~~that~~ not more than twelve (12) Employees ~~may~~ be **so** appointed.
- 6.3 It is understood that Representatives have their **regular** work to perform on behalf of the University. It is acknowledged that grievances are presented **and** addressed **as** soon as possible. In servicing a grievance during working hours, Representatives will be given time **off** without loss of pay. Representatives will not leave their place of work without ~~first~~ obtaining authorization ~~from~~ their Department Head or designate. This will not be abused by the Representative and such authorization will not be unreasonably withheld.
- 6.4 The University agrees to recognize a Negotiating ~~Committee~~, appointed by the Union **Local**, for the purpose of representing employees during negotiations for the renewal or amendment of **this** collective agreement. The Negotiating Committee shall consist of not ~~more~~ than five **(5)** members or alternates.
- 6.5 Members of the Union Negotiating **Committee** shall be given time **off** with pay for the purposes of bargaining during working hours with the University.
- 6.6 The Union **Local** agrees to provide in writing to the University the names of current Union Local Executive and Representatives **and** the University will provide the Union/Union Local in writing with ~~the~~ names of management personnel with whom the Union/Union Local shall conduct official business.
- 6.7
- (a) **The** University shall notify ~~the~~ President **and** ~~Chief~~ Shop Stewart of the **Union** Local of all new employees within five **(5)** working days of their hiring.
- (b) **The** University agrees to allow reasonable time off without loss of pay for a member of the Executive of ~~the~~ Union **Local** or their designate to meet with new **members** of the bargaining unit, with the authorization of **the** departments involved, provided that such time **off** will not unreasonably interfere with the normal operation of the University.

- (c) The University agrees to allow each member of the Union Local Executive a maximum thirty (30) minutes off work each month, without loss of pay, to attend meetings of the Union Local. A minimum twenty-four (24) hours notice shall be provided to the Employee's Department Head or designate.
- 6.8 The University recognizes the right of all bargaining unit members to consult the Union's representatives on matters relating to the Collective Agreement.
- 6.9 An Employee elected or appointed as President of the Nova Scotia Government Employees Union shall be given a leave of absence without pay for one term (2 years) of office. During such time, the Employee's seniority will be maintained but benefits will be interrupted. The Employee will be entitled to be maintained in the pension plan, with the Employee being responsible for both the Employee and the Employer contributions. Any future terms will be through mutual agreement.

## ARTICLE 7 CHECKOFF

- 7.1 No employee is required to join the Union as a condition of employment. However, each employee becoming a member or not of the Union, shall pay the equivalent of Union dues to the Union.
- 7.2 The University shall deduct Union dues in accordance with the Union's constitution and by-laws. Such deductions will be made on a bi-weekly basis and remitted to the Union within ten (10) working days after having been deducted.
- 7.3 The Union shall advise the University in writing of the amount of its regular Union dues to be deducted,
- 7.4 The Union agrees to indemnify and save harmless the University from any liability arising from the deductions referred to in Article 7.2.

## ARTICLE 8 MEETING AND BULLETIN BOARD SPACE

- 8.1 The University shall allow the Union Local to hold meetings on the University premises subject to administrative regulations with respect to scheduling of facilities.

- 8.2 The University shall make bulletin board space available, in McNally ~~Main~~ lower level hallway, to the Union for the posting of notices approved by the Union Local Executive.
- 8.3 The University shall ~~permit~~ the Union Local reasonable access to the University's internal ~~mail~~ systems, which does not impede the ~~normal~~ operation of the systems.

## ARTICLE 9 POSTINGS OF VACANCIES

### 9.1

- (a) If the University decides to fill a position that is vacant, ~~the~~ position ~~will~~ be posted within forty-two (42) working days from the date the position became vacant, If the position is ~~to~~ be abolished or the posting deferred, the University will inform ~~the~~ Union of its decision within the above mentioned time frame.
- (b) When ~~an~~ existing or newly created position in the bargaining unit needs to be filled on a permanent basis, ~~the~~ vacancy will be posted for ~~at~~ least five (5) working days prior to the expiry date ~~specified~~ on the posting.
- (c) ~~Information on~~ the posting will include:
- ▶ Position title and classification
  - ▶ Salary range
  - ▶ Functional *summary*
  - ▶ Education ~~and~~ experience requirements
  - ▶ ~~Other~~ qualifying skills and/or abilities which ~~are~~ pertinent to the job responsibilities
  - ▶ ~~Posting~~ date and expiry date of ~~the~~ posting

9.2 The reclassification of ~~an~~ occupied position will not ~~be~~ deemed a vacancy ~~under~~ the provision of ~~this~~ agreement, ~~and~~ therefore, such reclassified positions will not be posted.

9.3 ~~Both~~ parties ~~recognize the mutual~~ benefits of providing current Employees with opportunities for promotion and transfer within ~~the~~ University. Employees, who meet qualifications ~~as~~ per a job posting and possess the knowledge ~~and~~

experience and past performance to meet the job requirements shall be given preference over external applicants.

- 9.4 Employees have a right to apply for vacant positions within the bargaining unit and to receive acknowledgment of such application. An Employee who applies for such a vacancy in the bargaining unit and meets the qualifications as posted will be given an interview having received at least one (1) day's notice.
- 9.5 The following process will be followed when a position becomes vacant:
- (a) The University will post a vacancy pursuant to Article 9.1. The University may simultaneously or subsequently advertise vacancies elsewhere. Upon request, Human Resources shall provide the job description for the posted position.
  - (b) All applications will be pre-screened by Human Resources to identify internal/external applicants.
  - (c) Human Resources, in consultation with the Department Head, will review internal applicants to determine whether they are qualified for the position. An internal applicant not qualified to receive an interview may, upon request, be informed of the reasons.
  - (d) The Selection Committee shall consider qualified internal candidates. An internal candidate, who receives an interview and is unsuccessful, may, upon request, be given the reasons for not being offered the position.
  - (e) Where there are no qualified internal candidates or no internal candidate is offered the position, external candidates will be considered.
- 9.6 Among competing applicants for a posted vacancy, the University shall consider knowledge, experience and past performance in assessing an applicant's ability to meet job requirements. Where two or more candidates are considered equal, seniority shall be the determining factor.
- 9.7 Where an Employee is a successful applicant for a job vacancy or new position carrying the same or higher classification, there shall be no decrease in salary as a result of the move,
- 9.8 Where an Employee is an unsuccessful applicant for a job vacancy or position within the bargaining unit that Employee shall be notified in writing within five (5) working days of the decision, with a copy to the Union, Upon request, the unsuccessful applicant shall be notified of the reasons for the decision,
- 9.9 A copy of each job posted will be sent to the President of the Union Local on the day that the job is posted. The University shall maintain one (1) official site for all

postings, located in the hallway outside Human Resources. The University will endeavor to post vacancies at other sites on campus including the University's web site.

- 9.10 The University in consultation with the Union may suspend normal job posting procedures in order to consider the reemployment of an employee who has been placed on the recall list, as per Article 12.

## ARTICLE 10 PROBATIONARY/PERIOD OF ASSESSMENT

- 10.1 All new employees appointed to a full-time, sessional and regular part-time positions within the bargaining unit shall be probationary for a period of six (6) calendar months from the date of appointment. Extensions to an employee's original probationary period may be implemented through mutual agreement between the University and the Union. Such extensions shall be of one (1) month duration, to a maximum of three (3) extensions. An employee whose probationary period has been so extended will be given reasons in writing, with a copy to the Union.
- 10.2 During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge, The employment of such employees may be terminated at any time during the probation period and they shall not have recourse to the grievance or arbitration procedures regarding this termination. The University will advise the Union Local when a probationary Employee is terminated.
- 10.3
- (a) A successful applicant for promotion through job posting shall undergo a period of assessment of three (3) calendar months from the date of promotion. Extensions to an Employee's period of assessment may be implemented through mutual agreement between the University and the Union Local. Such extensions shall be one (1) month duration, to a maximum of three (3) extensions. An Employee whose period of assessment has been so extended will be given reasons in writing, with a copy to the Union Local.
  - (b) A successful applicant for transfer through job posting shall undergo a period of assessment of two (2) calendar months from the date of transfer.
  - (c) Should a promoted or transferred employee not successfully complete the period of assessment, or through mutual agreement prior to the end of the assessment period, the Employee shall return to the original position without loss of seniority and at the former salary level.

- 10.4 The University shall inform employees in writing of the successful completion of their probationary and/or assessment period, with a copy to the Union Local.
- 10.5 After successfully completing the probationary period, the Employee shall receive credit for seniority purposes from the original date of hire.
- 10.6 The University shall evaluate an employee's performance during the probationary or assessment periods as per Article 10.1 and 10.3 (a) and (b) respectively, at one-month intervals, and such evaluations shall be in writing with a copy to the employee.
- 10.7 Subject to Article 7.1, a probationary employee shall be required to pay union dues according to the provisions of the Union's constitution.

## ARTICLE 11 SENIORITY

- 11.1 Seniority is defined as the length of an Employee's continuous service with the University within the bargaining unit (N.S.G.E.U., Local 79).
- 11.2 An employee shall lose seniority and employment status if:
- (a) The Employee voluntarily resigns the employ of the University;
  - (b) The Employee is discharged for cause and is not reinstated;
  - (c) The Employee is laid off for a period longer than twelve (12) months;
  - (d) The Employee is absent due to illness, injury or disability for a period in excess of twenty-seven (27) months;
  - (e) The Employee fails to return to work as specified in Article 12.8, after recall notice is given to them personally or by registered mail to the Employee's last address on file with the University, or fails to return on the specified date following a sessional lay-off;
  - (f) If the Employee is transferred or promoted out of the bargaining unit and does not return to the bargaining unit before the end of the period of assessment, not to exceed twelve (12) months,
- 11.3 A seniority list will be prepared by the University in January of each year and a copy will be sent to the Union Local containing such information relating to the employees' status as agreed between the University and the Union Local. Any discrepancies shall be reported to Human Resources.

11.4 In cases of promotion, lay-off or recall, the following factors shall be considered:

- (a) Knowledge, experience and past performance in assessing an applicant's ability to meet job requirements;
- (b) Seniority,

In cases of promotion, it is understood that where the items referred to in (a) above are in the University's opinion equal, factor (b) shall govern,

11.5 Employees affected by lay-off shall have the right to exercise their seniority and displace an Employee with the least seniority in the following sequence;

- (a) In their own job title,
- (b) In their own classification, or
- (c) In any other classification within the bargaining unit, provided the Employee has the required qualifications and capabilities as determined by the University to immediately meet the requirements of the position, and provided such displacement is not to a higher rated job than the one from which the Employee has been laid off.

11.6 A Sessional Employee will accrue seniority and during the periods of the Sessional Employee's absence such accumulated seniority shall be retained, provided that the Sessional Employee returns to work on the specified return date or before the expiration of twelve months (12) from the most recent break in employment.

11.7 Calculation of seniority for Part Time, Sessional and Sessional Part Time Employees shall be calculated on a pro rata basis and provided employment has been continuous during the Employee's period of employment.

11.8 Seniority accrued by Sessional Part-Time Employees may only be exercised in cases of lay-off and recall as per Article 12 for other sessional part-time positions.

11.9 A temporary employee shall not accumulate seniority throughout the term of the temporary employment, However, should the position become a permanent position and the temporary employee be the successful applicant, under Article 9 Job Posting, seniority shall be effective from the date of hire, provided employment has been continuous in the position.



## ARTICLE 12 LAY-OFF, RECALL AND RESIGNATION

- 12.1 An Employee may be laid off because of **shortage** of work, or funds, or because of a discontinuance of a position or classification.
- 12.2 **Where an** Employee is to be laid **off**, the University will advise and consult with **the Union as soon as** possible after **the** change appears probable **with a view of** minimizing the adverse affects of the decision to lay-off **an** employee.
- 12.3 The University shall not lay-off **an** Employee without **having first** given notice in writing as follows:
- **Twenty (20) days** notice if the period of employment in the bargaining unit is **two (2)** years or less.
  - **Five (5) additional days** notice for every year of employment in the bargaining **unit** in excess of **two (2)** years.
- 12.4 **Where less** notice in **writing** is given **than** provided in Article 12.3, the Employee shall continue to receive pay for the number of **days** for which the Employee was required to be in receipt of such notice.
- 12.5 In the event of lay-offs, **Employees** shall be laid off in the reverse order of **their** seniority providing **the senior** Employees, in **the** University's judgement after consultation with **the** Union, possess the qualifications for **the** position **and are** able to perform the **remaining** work.
- 12.6 **When an** Employee is laid **off**, the Employee's name and **address** shall be placed on a recall list for twelve (12) months. Such list **shall be maintained** by the University and **while on** lay-off **an** Employee shall provide the University with a current **address**. Recall shall **be** deemed to have been served if notice has been sent by Registered Mail **to the** last address on record. The **Union** Local will be provided with **an up-to-date** recall list with changes as they occur.
- 12.7 Employees shall be recalled to work in order of seniority, provided they **are**, in **the** University's judgement, **and after consultation with the Union**, qualified to perform the remaining work.
- 12.8 A lay-off shall be a termination of employment and recall rights shall lapse if the **lay-off** lasts **more than** twelve (12) consecutive months without recall. **While on** lay-off, **seniority**, classification **and recall** rights shall be **retained**.
- 12.9 Employees affected by lay-off shall have displacement rights as provided for in Article 11.5

- 12.10 An Employee who wishes to pursue their displacement rights and is placed into another position shall receive the training necessary to fulfill the duties of the position, subject to the requirement that they meet the qualifications of the position.
- 12.11 Employees who elect to pursue their displacement rights and are placed into another position in accordance with Article 11.5(a) or 11.5(b) shall maintain their current salary level. Employees pursuing displacement rights in accordance with Article 11.5(c) will assume the next highest salary level in the new group to that from which they have been laid off.
- 12.12 A recalled Employee shall return to the service of the University within four (4) weeks of the recall notice. Failure to report within that time frame will result in loss of recall rights. However, an Employee shall have the right to refuse recall to a position in a classification more than one level below the classification formerly held by the laid off Employee, without affecting the employee's entitlement to recall.
- 12.13 Severance Pay
- An Employee, having received notice of lay-off may opt for severance pay within ten (10) days of the lay-off notice unless an offer of alternative employment at the same or higher classification has been made. An Employee electing this option shall receive in addition to the provisions of Article 12.3 one (1) week of pay for every one (1) year of service in the bargaining unit, up to a maximum of 30 weeks and shall forfeit their entitlement to recall and other rights under this collective agreement.
- 12.14 If an Employee desires to terminate employment, the Employee shall forward a letter of resignation to the University not less than ten (10) working days prior to the effective date of termination, provided, however, that the University may accept a shorter period of notice. If an Employee fails to provide ten (10) working days notice of intention to terminate employment or leaves during the period of notice, the Employee's salary shall cease from the date the duties were last performed by the Employee at the University.

## ARTICLE 13 CONTRACTING OUT

- 13.1 The Employer shall not contract out work performed by members of the Bargaining Unit where such contracting out results in the lay-off of members of the bargaining unit, except in accordance with the following conditions and/or procedures:
- (a) The Employer shall notify the Union at least forty (40) days prior to any notice of layoff being issued to Employees, advising the Union of:

- (i) The **nature** of the contracting **out**;
  - (ii) The date upon which the Employer proposes to effect the change;
  - (iii) The name and position of any Employee who will potentially be laid **off**.
- (b) **Within** five (5) days of notification pursuant to Article 13.1 (a), the Parties agree to establish a joint committee **and** meet. **The** joint **committee** shall consist of two members appointed by the Employer **and** two members appointed by the Union Local, to consider means of **minimizing** the adverse affects on Employees, including a review of alternatives to contracting **out**. **The** joint **committee** shall complete all deliberations within 20 days from the **time** the **committee** first meets. **The** deliberations of the joint **committee** shall remain confidential **until** a decision by the Employer **to** layoff is confirmed or other arrangements **are** agreed. A **failure** to meet, on behalf of the Union, shall not prevent the University from contracting **out**.
- (c) In the event **that** the Employer contracts **out** work, **the** Employer agrees to include **as** a condition of **the** contract a requirement **to** give preference to such Employees who **are** available and have the necessary skills **to** perform **the** work. **The** parties agree **that**, where **an** Employee **accepts** a job offer with the contractor, the Employee shall not be eligible for **severance** pay, **as** specified under Article 12.13.
- (d) Employees laid **off** as a result of contracting **out** shall receive notice in writing **as** follows:
- (i) Forty (40) days notice if their period of employment is **two** (2) years or less
  - (ii) Five (5) additional **days** notice for every year of employment in excess of **two** (2) years
  - (iii) Where less notice is given than provided, Employees shall continue **to** receive pay for the number of days for which they were required to be in receipt of **such** notice

**13.2** Employees **who** have been given notice of lay-off **as** a result of contracting out **may** choose one of the following options:

- (a) Where provided, under Article 13.1(c), the Employee may accept a job offer **with** the contractor

- (b) The Employee ~~may~~ exercise their displacement rights in accordance with Articles 11.5, 12.9, 12.10 and 12.11
- (c) The Employee ~~may~~ exercise ~~their~~ option for severance pay in accordance with Article 12.13
- (d) The Employee may exercise their recall rights in accordance with Article 12

## ARTICLE 14 TECHNOLOGICAL CHANGE

- 14.1 Technological change includes the introduction by the University of a change in **work**, undertaking or business or a change in equipment, **material** or **methods** from that previously **used by the** University, or a change in **the manner** in which the University carries **on work**, undertaking or business related to the introduction of such equipment, materials or methods.
- 14.2 Where technological change results in a significant change in employment status or working conditions as provided for in this agreement the University agrees to provide **as much advance** notice **as possible** to **the** Union and Employees affected by the change, The University **agrees** to meet with the **Union** for the purposes of discussing the introduction of the technological change and **the** means of avoiding job loss or other negative effects on Employees, which might result **from** the introduction of the technological change.
- 14.3 If a reduction in the **working** force is to be made, the University will give consideration to Employees of long service, **Lay-off** and recall of Employees affected by this Article **will be** made on the basis set forth in Article 12.

## ARTICLE 15 HOURS OF WORK

- 15.1 **The workweek shall consist of thirty-five (35) hours per week** and shall be from midnight Sunday to the following Sunday at midnight.
- 15.2 A reduced work week of thirty-two and one-half **(32-1/2) hours** will be effective on the first (1st) Monday of June until the last **working** day before Labour Day of each year.
- 15.3
- (a) The normal hours of **work per day shall total seven (7) and unless** operational requirements **determine otherwise**, shall be between 9:00 a.m.

and 5:00 p.m. The hours of work shall be exclusive of meal periods but inclusive of break periods.

- (b) The University will consider requests for flexible hours, which may include flexible meal periods. Such requests shall be approved by the Department Head and the Director, Human Resources and shall not negatively impact on the operations or service provided by the department.
- (c) The University shall notify the Union of all approved arrangements for flexible hours, including the hours to be worked, and the starting date and ending date (if applicable) for the arrangement.
- (d) The University will consider requests for job sharing arrangements in accordance with Article 16.

- 15.4 The workweek shall normally be five days per week from Monday to Friday inclusive with two (2) consecutive days off. An Employee may be scheduled by the University for a regular workweek other than Monday to Friday. In such cases, an Employee shall be entitled to two (2) consecutive days off,
- 15.5 Employees are entitled to a one (1) hour lunch period to be scheduled, where circumstances permit, as close as possible to the middle of the day (12:00 noon to 2:00 p.m.); (5:00 p.m. to 7:00 p.m.). Where a Regular Part Time or Sessional Part Time Employee is scheduled in excess of four (4) consecutive hours, they shall be entitled to receive a one (1) hour unpaid meal period, as may be agreed between the Employee and the Department Head or designate,
- 15.6 Employees are entitled to a fifteen (15) minute break period in the morning and afternoon, as scheduled by the Department Head or designate.
- 15.7 A Regular Part Time or Sessional Part Time Employee shall be entitled to one (1) fifteen (15) minute break during their work shift and where their work shift is six (6) or more hours, the Employee shall be entitled to a second, fifteen (15) minute break, as scheduled by the Department Head or designate.

## ARTICLE 16 JOB-SHARING

- 16.1 The University will consider requests for job sharing. Such requests must be approved by the Department Head and the Director, Human Resources and shall not negatively impact on the operations or service provided by the department. A position must be shared for a minimum of one (1) year. Both Employees must be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job shared,

- 16.2 Employees in job sharing situations will be members of the bargaining unit and be covered by this collective agreement.
- 16.3 The Host Employee shall be defined as the Employee who requested the job share arrangement. In cases where the job share arrangement is requested jointly, or by the University, the Host Employee shall be determined by seniority in accordance with Article 11. Where both employees hold the same seniority, Host/Guest status shall be agreed to by the Employees and the Union.
- 16.4 The terms and conditions governing job-sharing arrangements will be mutually agreed to, in writing, by the Employee, Union and the Employer. Such agreement shall contain all terms and conditions of the job-sharing arrangement, such as: identification of Host Employee and Guest Employee, salary, provision for continuation of benefits, length of the agreement, host/guest split and review process. For the term of the job-sharing arrangement, these terms and conditions will supercede the relevant articles of the collective agreement, for those employees.
- 16.5 Upon request of the Host Employee, job-share arrangements may be extended with the mutual consent of the Union and Employer.
- 16.6 Either participant or the Employer may terminate a job-share agreement prior to its expiry date by providing a minimum thirty (30) days notice, in writing.
- 16.7 Where a job-sharing arrangement is terminated by the Guest or Host Employee, the University shall not be obligated to find a replacement and the position shall revert to a full-time position.
- 16.8 Upon termination of the job sharing arrangement, the position shall revert to a full-time position. The Host Employee shall have the option to reoccupy the full time position without posting the position, Where the Host declines this option, the position shall be posted in accordance with Article 9.

## ARTICLE 17 OVERTIME

### 17.1

- (a) Overtime means time worked by an Employee in excess of the current work week as per Article 15.1 or 15.2 as the case may be, or on a holiday as per Article 30. All overtime shall be scheduled and authorized by the appropriate Department Head or designate.

- (b) Overtime shall be scheduled not less than four (4) hours before commencement of the overtime period. Should less than four (4) hours notice be given, the Employee shall have the right to refuse the overtime request.
- 17.2 The University shall make every effort to allocate overtime equally among qualified Employees.
- 17.3 An Employee must work at least fifteen (15) minutes beyond the regular workday to qualify for overtime credits, An Employee who is required to work a minimum of three (3) hours of overtime beyond the scheduled tour of duty shall be given a second meal period of not more than thirty (30) minutes which shall be considered as time worked and where a meal is not provided shall be reimbursed at the rate of \$10.00 for this meal.
- 17.4
- (a) Employees required to work in excess of the normal seven (7) hours per day, will be compensated for all such hours at the rate of one and one-half (1.5x) times their regular rate of pay.
- (b) Employees required to work on a scheduled day off will be compensated for all hours worked at the rate of double (2x) times their regular rate of Pay.
- (c) Employees required to work overtime may elect to accumulate time off in lieu of compensation in accordance with (a) and (b) above. Such time off in lieu may be accumulated to a maximum of one (1) week. Such accumulated leave must be taken within one year after being earned, subject to operational requirements.
- 17.5 For the purposes of this article, hours off on approved leave with pay shall be counted as hours worked.
- 17.6 An Employee scheduled to work overtime, where the University has stipulated that the overtime will be performed at a time which is not continuous with their regularly scheduled working day, or on a day where they are not scheduled to work, shall receive a minimum of two (2) hours at the applicable overtime rate.
- 17.7 A Regular Part Time or Sessional Part Time Employee shall be eligible for overtime compensation only where they work in excess of thirty-five (35) hours per week or seven (7) hours in one day, or where they are regularly scheduled to work more than seven (7) hours in one day, in excess of their regular hours of work in one day. Overtime rates shall apply as per Articles 17.3 and 17.4.

## ARTICLE 18      CALLBACK AND STANDBY

18.1 When an Employee is called back and reports to work **after** they have left their place of **work, and** such callback **has** not been scheduled in **advance**, the Employee shall receive overtime credits at the rate of one and one-half (1-1/2) hours for each hour worked **on** the callback with a minimum of four **(4)** hours.

18.2

- (a) **The** University may, **from time to time**, request an Employee **to** be on standby duty. An Employee who has been assigned, by their Department Head or designate to hold themselves readily available to return **to** work when requested through **a pre-arranged** channel, shall be considered **on** standby **duty**.
- (b) Standby duty will be rotated **among** qualified employees.
- (c) Employees **on** standby duty will be compensated at a rate of:
  - (i) **Fifteen dollars (\$15)** for a twenty-four **(24)** hour period, **or**
  - (ii) **Sixty-five cents (\$0.65)** for every hour where the standby **duty** is less **than** twenty-four **(24)** hours.

No compensation shall be granted for the period of **standby** if the Employee is unable **to report** for duty when required.

## ARTICLE 19      TEMPORARY ASSIGNMENT

19.1 **An** Employee temporarily assigned **to perform** functions of a higher classification **within** the bargaining unit for a period exceeding five **(5)** days shall be paid

- (a) At step 1 of the higher classification, or
- (b) At **a** rate equal to their existing **salary** plus the percentage **equal to a one** (1) step increment;

Whichever **is** the greater.

This higher rate of pay **will** apply, **provided the** Employee assumes the major duties **and responsibilities** of the position to which assigned, **as agreed in writing**. An employee shall have the right to **refuse a** temporary assignment.



Where **circumstances** warrant, a temporary assignment may be authorized retroactively,

- 19.2 An Employee temporarily assigned to perform functions of a lower classification will **maintain** their **regular** salary.

## **ARTICLE 20 TEMPORARY EMPLOYEES**

- 20.1 Notwithstanding anything in **this** agreement to the contrary, **an** employee may be hired by the University for the purpose of filling a temporary vacancy, provided **the** temporary period of employment does not exceed **nine** (9) months. Extensions **to** an **employee's** original period of temporary employment, not **to** exceed twenty-four (**24**) months, may be implemented through mutual agreement between the University **and** Union **Local**.
- 20.2 **In** filling **temporary** positions, first consideration will be given to any qualified Employees who **are** on the recall list as per Article 12.6 and 12.7.

## **ARTICLE 21 PAY PERIODS**

- 21.1 All employees shall be paid on every **second** Thursday, or, in the **case** that the payday is a holiday, on the first working day prior **to** the **normal** payday.

## **ARTICLE 22 OCCUPATIONAL HEALTH AND SAFETY**

- 22.1 The Employer **agrees** to **be** bound **by** the provisions of the Occupational Health and Safety **Act**, S.N.S. 1996, c7 **and** regulations. Any breach of the Employer's obligations under that Act may be grieved pursuant to the grievance procedure.
- 22.2 The safety of its Employees is a primary concern of the University. The University will provide **protective** clothing, equipment and related training to its employees **as** required for safety in carrying out **the** **duties** of **their** position.
- 22.3 The Employer agrees to continue to support the joint Occupational Health **and** Safety Committee at the University. Employees of this bargaining unit **who** **are** members of the joint Occupational Health and Safety **Committee** will be given time **off** with pay to attend meetings **and** deal **with** Committee matters.

## ARTICLE 23 PROTECTIVE CLOTHING

- 23.1 Where protective clothing or equipment **are** required the University shall provide such items **free** of charge to the employee. In **cases** where laundering is necessary, it **shall** be the responsibility of the University.
- 23.2 Where uniforms, protective clothing or clothing allowances are currently provided **by** the University, the present practice shall continue.
- 23.3 It is agreed that issue and control of such clothing **and** equipment shall be regulated by the University. Where **there** is a dispute on the need for protective clothing or equipment the matter shall be referred to the Occupational Health **and** Safety Committee.

## ARTICLE 24 LABOUR-MANAGEMENT COMMITTEE

- 24.1 The parties acknowledge the mutual benefits **to** be derived from joint consultation **and** agree to the establishment of **a Labour Management Committee** for the purpose **of** facilitating communication **on** matters of labour relations, promoting a **fuller** understanding and confidence between management **and** labour **and** maintaining harmonious mutual **relations** between them.
- 24.2 The University and Union agree to meet on the initiative of either party **by** providing a proposed agenda **to** the President of the Union Local or the Vice President Administration, Upon receipt of **the** agenda, such meeting shall normally **take** place within ten **(10)** days.
- 24.3 The Labour-Management Committee shall consist of not more than three (3) representatives **from** each **of** the University **and** **the** Union Local. A representative of each **Party** shall be designated by each Party as Joint Chairperson of **the** Committee and the **two (2)** persons shall alternate in chairing the **meetings** of the Committee. The Chair shall **ensure** minutes **are** taken and **distributed** to the Committee members.
- 24.4 The purpose of this Committee **shall** be to review complaints, suggestions or information placed before it **by** the University **or** Union Local, affecting the welfare of the bargaining unit members. Recommendations from the Committee shall **be** in **writing** and be made through the chairperson.
- 24.5 The Committee may invite participation of other employees of **the** University or people from outside the University for purposes of expertise on **any** matter being considered **by** the Committee.

- 24.6 The Labour-Management **Committee** shall not be a substitute for the process of grievance or arbitration and shall not consider matters **concurrently** under the grievance **or** arbitration procedures **as** defined in **this Agreement**.
- 24.7 Union **representatives** appointed to sit on the Labour-Management **Committee** shall be granted time **off** without loss of pay to attend meetings of the **Committee**.

## ARTICLE 25 JOB EVALUATION

- 25.1 The University shall **use** the Customized Structured Questionnaire **Program** for the evaluation of bargaining unit positions. **No** changes to **the Program** shall be implemented without consultation with the Union. Such changes will be reviewed by a committee appointed by the Labour Management Committee, with equal representation from **each party**. Representatives chosen by the Union may, **upon** request, receive **training** through **Human Resources** regarding the Program.
- 25.2 **The** Job Analyst appointed by the University shall **classify** positions within the bargaining unit in accordance **with the** Job Evaluation **Program**,
- 25.3 Subject to Article 25.4, the Job Analyst shall consider a review of **any** position where there **has been** a significant change in the duties, responsibilities, accountability or requirements of the position.
- 25.4
- (a) **Positions** shall be reviewed at least **once** every five years. The Department **Head** and the incumbent will **receive** notification from **Human Resources** and be **required to** complete a Job Evaluation Request **Form**. Such forms must be completed and received by **Human Resources** not later than the last working **day** of February of a given year. **No** extensions will be **authorized** unless the Employee is not provided with **the forms** at least **twenty days before** the completed forms **are** due. Should no **significant** change be evident **no** review will **take** place. **Changes** in classifications resulting from a review shall be effective **from** the date the Job Evaluation Request **Form** and full and complete supporting documentation was received by **Human Resources**. The Job Analyst **may request** additional information to aid in the evaluation, Such **requests** will not alter **the** effective date for changes in classification,
- (b) When a **new** position is created a job **description** shall be **prepared** by **Human Resources** in consultation with the Department. The **job** description shall be assigned a provisional rating by **Human Resources** for

the purposes of job posting and the assigned **rating** will apply for a minimum of one year. At such time, **Human Resources** shall provide the Department Head and the incumbent with the **necessary** forms to initiate a formal evaluation of the position. A Job Evaluation Review Request **Form** must be received by **Human Resources** not later than the last working day of October. No extensions will be authorized. Following the formal evaluation of a new position, **any** necessary adjustments in **salary** grouping will be made effective **to** the date of hire.

- (c) Once every **24** months, employees **may** request a review of their job by **Human Resources** in cases where duties and responsibilities have changed significantly enough **to warrant** a review. A Job Evaluation Review Request **Form** must be received by **Human Resources** not later than the last working day of October of a given year. **No extensions** will be **authorized**, Should no significant change be evident **no** review will take place. **Changes** in classifications resulting from a review request shall be effective from the **date** the Job Evaluation Request Form and full **and** complete supporting documentation **was** received by **Human Resources**, The Job Analyst may request additional information to aid in the evaluation. Such requests will not alter **the** effective date for changes in classification.
- (d) Upon completion of **the** evaluation of **an** Employee's position, the incumbent shall be provided with the factor scores and total points for their position.

## 25.5

- (a) **Results of a** review **may be** appealed **to** the Job Evaluation Appeal Committee (JEAC).
- (b) A completed Job Evaluation Appeals **Form** (JEAF) shall be forwarded to **Human Resources** **within** ten days of the receipt of the evaluation results.
- (c) The Job Evaluation Appeals **Committee** may require **an** Employee, Department Head and Job Analyst to appear before it, **to** present and/or clarify materials received from **Human Resources**. A request by **an** Employee, Department Head or Job Analyst **to** appear before the **JEAC** will not **be** denied. Where **an** Employee appears before the JEAC, a request by the Employee **to** have **a Union** observer present will not be, denied.
- (d) There shall be no recourse for re-evaluation beyond the appeals process. Decisions of the Job **Evaluation** Appeals Committee, **and** where **no** appeal has been filed, the Job Analyst, shall be final and binding **and** not subject to grievance or arbitration.

- 25.6** When a job is reclassified upwards, the incumbent's salary will be increased to the appropriate salary group at the step closest to, but not less than, their current salary. When a job is reclassified downward, the incumbent's salary will be maintained until such time as the lower classification equates with the Employee's actual salary.

## **ARTICLE 26 OFFICIAL FILES**

- 26.1** Copies of documents on an Employee's official file, which may give rise to disciplinary action, shall be supplied concurrently to the Employee, with a copy to the Union.
- 26.2** Disciplinary actions taken and becoming part of the Employee's official file shall be removed after twelve (12) months have elapsed, providing other disciplinary actions have not been issued within that period.
- 26.3** Where an infraction, giving rise to a grievance, has been disproven, any reference to the disciplinary action taken by the University relating to the infraction shall be removed from the Employee's official file.
- 26.4** For the purposes of promotion/transfer, the University shall not rely on documentation relating to past performance that has not previously been provided to the Employee.
- 26.5** An employee, or Union representative who has been given authorization in writing by the employee, may have access to the Employee's official file, in Human Resources, in the presence of the Director, Human Resources or appointed designate.
- 26.6** Upon written request, an Employee shall be provided with a copy of any document in their file.
- 26.7** There shall be only one (1) recognized Employee official file and that file will be maintained in Human Resources.

## **ARTICLE 27 DISCIPLINE, SUSPENSION AND DISCHARGE**

- 27.1** The University shall have the right to discipline, transfer, demote, suspend or discharge an Employee for just cause.

- 27.2 When disciplinary action is taken against an Employee, the Employee shall be notified in writing within 21 calendar days of the cause and of the action taken or to be taken, with a copy forwarded to the Union.
- 27.3 Where an Employee claims to have been unjustly dealt with, the employee shall have the right to invoke the grievance process under Article 28 of this collective agreement,
- 27.4 Any meeting between the University and an Employee involving disciplinary action shall be in the presence of a Union Representative, unless the Employee confirms in writing that the Employee has waived union representation.
- 27.5 Where suspension or discharge has been dismissed under the grievance procedure, full reinstatement will be made to the Employee relating to salary, seniority and benefits.

## ARTICLE 28 GRIEVANCE PROCEDURE

- 28.1 Any difference arising between the parties to this Agreement relating to the meaning, interpretation, or application of this Agreement, including allegations that the Agreement has been violated, may be the subject of a grievance and shall be processed in the manner following.
- 28.2 No grievance shall be processed through the grievance procedure which is not initiated by the Union within twenty-five (25) days after the incident giving rise to the grievance or within twenty-five (25) days of the Employee becoming aware of the incident giving rise to the grievance.
- 28.3 An Employee who feels that they have a complaint may first discuss the matter with the Department Head or designate. The Employee may have a Union Representative present, if so desired, When any complaint cannot be settled by the foregoing informal process, the formal grievance procedure may be invoked.
- 28.4 Subject to Articles 28.9 and 29.8, it is agreed that the presentation and processing of any grievance herein, including any arbitration procedures as specified in Article 29, must conform to the applicable procedure and time limits.
- 28.5

**STEP ONE** If the Employee or the Union is not satisfied with the decision of the Department Head or designate the Union may within ten (10) days of receipt of the decision or the date the decision should have been given, present a grievance in writing to the Director, Human Resources, at the first level of the grievance procedure. If the

Union does not receive a reply or satisfactory settlement within ten (10) days from the date the Union presented the grievance to the Director, Human Resources; the Union may proceed to Step Two.

**STEP TWO** Within ten (10) days from receipt of the decision, or the date a decision should have been given in Step One, the Union may present the grievance in writing either by personal service or by registered mail to the Vice-President (Administration) as the second level in the grievance procedure.

The Vice-President (Administration) shall reply, in writing, to the Union, within ten (10) days from the date the grievance was presented at Step Two.

If the Union does not receive a reply or satisfactory settlement of a grievance at Step Two, the Union may refer the grievance to arbitration as provided in Article 29.

- 28.6** Where a grievance is presented or at any meeting in accordance with the foregoing process, or hearing relating to a grievance, the affected Employee(s) and a representative of the Union Local shall be given the necessary time off without loss of pay.
- 28.7** In determining the time in which any step under the foregoing procedures is to be taken, Saturdays, Sundays, recognized holidays, or authorized leave with pay shall be excluded.
- 28.8** Where either party to this Agreement disputes the general application, interpretation, or alleges a violation of an article of this Agreement, the dispute shall be discussed initially with the University or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as provided in Article 29 of this Agreement.
- 28.9** At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein.

## ARTICLE 29 ARBITRATION

- 29.1** Where a difference arising between the parties related to the interpretation, application or administration of this Agreement, including questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated. Either of the parties may, after exhausting the grievance procedure in Article 28, notify the other party within fifteen (15) working days of the receipt of the reply at the second step of the Grievance

**Procedure** of its desire to **submit** the difference or allegation to Arbitration before a single Arbitrator or **an** Arbitration **Board**.

**29.2** Where **the** parties are agreed that a matter should **be** referred to a single Arbitrator, and

- (a) They **are** able **to** agree upon **the** Arbitrator, then such Arbitrator **shall be** properly appointed; or
- (b) They are unable to agree upon the Arbitrator, then the Minister of Labour for Nova Scotia shall make the appointment.

**29.3**

- (a) Where the parties have not agreed that a matter should **be** decided by a single Arbitrator within seven **(7)** working days of the request for arbitration, it shall be dealt **with** by **an** Arbitration Board.
- (b) The party which **has** requested arbitration shall indicate **the** name of its appointee **to** the Arbitration Board.
- (c) The other party shall name its appointee within seven **(7)** working days.
- (d) The **two** appointees shall select a chairperson by mutual agreement.
- (e) In the event that the appointees **are** unable **to** agree upon a chairperson within seven **(7)** working days, then the chairperson shall be appointed by **the** Minister of Labour for Nova Scotia.

**29.4** The **Board** may determine its **own** procedure in accordance with the Trade Union Act, and shall give full opportunity **to** all parties to present evidence and make representations. It shall **hear** and determine **the** difference or allegation, and shall **make** every effort to render a decision within thirty (30) days of its first **meeting**.

**29.5** The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Arbitration Board shall be binding, final, **and** enforceable **on** the parties. The Board shall have **the** power to rule on a discharge or discipline grievance by **any** arrangement which it **deems** just **and** equitable. However, **the** Board shall not have the power **to** change, alter, modify or amend **any** of the provisions of this Agreement.

**29.6** Should the parties disagree as **to** the **meaning** of the **Board's** decision, either party may apply to the chairperson of the Arbitration Board **to** reconvene the Board **to** clarify the decision which it shall make every effort **to** do within seven (7) working days.



**29.7**

- (a) **Each** party shall pay one-half (**1/2**) the expenses of a single Arbitrator except when the Arbitrator **has** been appointed by the Minister of **Labour**, in which case the **expenses** shall **be** apportioned **as** provided by Section **41** of the Trade Union Act.
- (b) Where the matter has been **dealt** with by **an** Arbitration **Board**, each party **shall** pay the expenses of its **own** appointee and one-half (**1/2**) the expenses of **tho** chairperson.
- (c) **Where** the chairperson of **an** Arbitration Board **has** been appointed by **the** Minister of Labour, the **costs** shall be apportioned **as** provided in Section **41** of the **Trade** Union Act.

**29.8** The time limits **fixed** in the arbitration procedures **may** be **altered** by mutual consent of **the** parties, but the m e **shall** be in writing.

**29.9** The affected Employee(s) **and** **Union** Local representatives required **to** be present at **an** Arbitration hearing shall **be** given time **off** without loss of pay.

**ARTICLE 30 PAID HOLIDAYS**

**30.1** The following shall be paid holidays:

New <b>Year's</b> Day	Labour Day
Good <b>Friday</b>	Thanksgiving Day
Easter <b>Monday</b>	Remembrance Day
Victoria Day	Christmas Eve (designated <b>1/2</b> day)
<b>Canada</b> Day	Christmas Day
HRM • 1 <sup>st</sup> Monday in August	<b>Boxing</b> Day

Plus **such** other holidays duly **proclaimed** by Federal, Provincial, or Municipal authority **as** a public holiday **and** any holidays declared **to** be of general application **throughout** the entire University.

**30.2** When a paid holiday falls on **an** Employee's scheduled day **off**, the Employee shall receive another day off at a **time** mutually **agreed** upon by **the** **Employee** and **the** University.

- 30.3 Employees who are required to work on a paid holiday will be compensated, in addition to their regular salary, at the rate of one and one-half times ( $1\frac{1}{2} \times$ ) for each hour worked on the holiday.
- 30.4 Employees will not be entitled to pay for a holiday if they are on unauthorized leave on the holiday, or they are not otherwise entitled to pay for the work week in which the holiday occurs, or they are not otherwise entitled to pay for the scheduled working day immediately preceding and following the holiday.
- 30.5 This Article does not apply to Sessional Part-Time Employees except that a Sessional Part Time Employee required to work on a holiday shall be paid at the rate of one and one-half times ( $1\frac{1}{2} \times$ ) for the number of hours the Employee works on a holiday.

## ARTICLE 31 ANNUAL VACATION

- 31.1 For the purposes of this Agreement, annual vacation will be earned on the following basis:
- (a) Employees who have less than three (3) years of service, one (1) day per month to a maximum of ten (10) working days;
  - (b) Employees who have more than three (3) years of service but less than 10 years of services, one and one-quarter ( $1\frac{1}{4}$ ) days per month to a maximum of fifteen (15) working days;
  - (c) Employees who have more than ten (10) years of service but less than twenty (20) years of service, one and two-thirds ( $1\frac{2}{3}$ ) days per month to a maximum of twenty (20) working days;
  - (d) Employees who have more than twenty (20) years or more of service, two and one-twelfth ( $2\frac{1}{12}$ ) days per month to a maximum of twenty-five (25) days,
- 31.2 For the purposes of computing credits earned, any calendar month in which the Employee is entitled to salary for a minimum of fifteen (15) working days shall be taken as a full month of service.
- 31.3 Annual vacation preference shall be given to Employees on the basis of seniority. On or before May 1<sup>st</sup> of each year, Employees shall be notified of their vacation accumulation. Not later than May 30<sup>th</sup>, Employees shall advise the University of their vacation preference July 1 to June 30 inclusive. In the event an employee fails to make written application for vacation time prior to May 30<sup>th</sup>, the

University shall not be required to give them preference over less senior employees.

31.4 Employee applications for annual vacation *shall* be submitted in writing to the Department Head or designate at least twenty (20) working days prior to the requested vacation date. Subsequent changes requested by Employees to scheduled vacation periods will be subject to operational requirements determined by the **Department** Head or designate.

31.5

- (a) **Annual** vacation periods shall be assigned and taken within the vacation year July 1<sup>st</sup> to June 30<sup>th</sup> depending on department operational requirements.
- (b) **An** Employee whose anniversary date falls **within** the vacation year in which **the** Employee is eligible to receive **an** additional week's vacation, as Article 31.1 applies, **the** Employee is entitled to take the applicable **additional vacation** in **that year**.

31.6 Annual vacations or portion of vacations, not to exceed five (5) days, may be carried over **from** one year to the next, upon the request of the **Employee and** with the approval of the Department Head with a copy to **Human Resources**, In exceptional **non-recurring** circumstances, vacation entitlements in excess of 5 days may be **carried** over to the next vacation year, with the approval of the Department Head and the Director of **Human Resources**.

31.7 If while on vacation **an** Employee's vacation is interrupted:

- (a) For a period of three (3) consecutive calendar **days or more** through serious **illness** or injury which disables the Employee;
- (b) For a shorter period, all or part of which involves hospitalization; or
- (c) **Death** in **the** immediate family which qualifies for bereavement leave;

**The** period of **annual** vacation so displaced shall be charged against the Employee's sick leave credits or to bereavement leave, as appropriate, when medical evidence **satisfactory** to the University is provided.

31.8 Upon request, **Human Resources** will provide each **Employee with** their accumulated vacation entitlement for **the** current year, including any balance that is being **carried** forward from the previous year.

- 31.9 A Sessional Employee shall be paid vacation pay in accordance with the Labour Standards Code for the Province of Nova Scotia.
- 31.10 Notwithstanding the provisions of Article 31 of this Agreement, the University agrees that should the current practice of ~~Christmas Closure~~ be discontinued, the Collective Agreement will be re-opened for the purpose of negotiating a revised Article.
- 31.11 This article does not apply to a ~~Sessional Part~~ Time Employee except that they shall receive vacation pay as provided by the Labour Standards Code for the Province of Nova Scotia.

## ARTICLE 32 SICK LEAVE

- 32.1 Sick leave is available to provide protection for an Employee from loss of earnings due to illness or injury. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from duty due to illness or injury.
- 32.2 In all cases of illness or injury, it is the responsibility of the Employee to notify the Department Head or designate not later than one (1) hour of the commencement of the Employee's normal starting time, unless circumstances prevent the Employee from doing so.
- 32.3 Abuse of sick leave shall be grounds for disciplinary action up to and including discharge in an appropriate case. Without limiting the generality of the foregoing, where the University has reason to believe an Employee is abusing sick leave privileges, the University may issue to the Employee a standing directive that requires the Employee to submit a medical certificate in form satisfactory to the University for any period of absence for which sick leave is claimed.
- 32.4 Sick leave credits are cumulative monthly at the rate of one and one quarter (1¼), days per month. For the purposes of computing credits earned, any calendar month in which the Employee is entitled to salary for a minimum of fifteen (15) working days shall be taken as a full month of service.
- 32.5
- (a) A potential employee may be required to undergo, without cost to them, a medical examination(s) by a physician of the University's choice in the following instances:
- (i) Prior to employment
  - (ii) Immediately following employment

- (b) An Employee may be required to undergo, without cost to the Employee, a medical examination by a physician of the University's choice where there is a history of repeated or prolonged absences or the University suspects an abuse of sick leave, provided the Employee is provided with a copy of the medical report.

**32.6**

- (a) Employees absent from duty because of illness or injury shall submit to their Department Head or designate, at the first opportunity, an application for sick leave on the appropriate form, as provided.
- (b) Upon the request of the University, Employees shall provide medical information, stating the nature of their illness. Such information shall be provided to Human Resources. Medical information will be held in confidence by Human Resources, and not released without the consent of the Employee.

**32.7** All Employees covered by this Agreement who are on extended leave due to sickness or injury will be eligible for long term disability benefits, as applicable, having completed the required waiting period. Application will be made on behalf of the Employee by Human Resources and upon acceptance by the carrier, said Employee will be placed on long-term disability.

**32.8** A Sessional Full-Time Employee shall, accrue sick leave credits in accordance with Article 32.4 and shall be entitled to carry accumulated sick leave from one period of employment to the next.

**32.9** A Sessional Part-Time Employee shall accumulate sick leave credits on a monthly basis according to the following formula

$$\frac{\text{Average number of hours worked per week} \times 1.25 \text{ days}}{35 \text{ hours}}$$

**32.10** Upon request, the Human Resources Department will advise an Employee of their accumulated sick leave entitlement.

## **ARTICLE 33 COURT DUTY**

**33.1** Leave of absence with pay shall be given to every Employee other than an Employee on leave of absence without pay or under suspension who is required:

- (a) To serve on a jury, or

- (b) By subpoena or **summons** to attend as a witness in any proceeding held in or under **the** authority of a court.
- 33.2 Employees called for **jury** selection/duty **and** released prior to **court** proceedings shall be required to **return to work**.
- 33.3 The Employee shall advise their Department Head, immediately upon **being** served a subpoena or **summons as a** witness or a juror. **Upon** request, the Employee shall provide proof of being served **with** such subpoena or **summons**.

#### **ARTICLE 34 LEAVE OF ABSENCE WITHOUT PAY**

- 34.1 **An Employee** may be granted leave of absence without pay for **good and** sufficient **cause**, subject to **operational** requirements, Such requests shall be in **writing** to the Department Head or designate with **a** copy to **Human Resources**.
- 34.2 **The** Director, **Human Resources** will respond to **the** request in **writing**, with a copy to the Union after consultation with the Department Head or **designate**. Employees **granted** an absence without pay shall prepay their benefit premiums, **as** applicable,
- 34.3 The duration of **an unpaid** leave of absence shall not normally exceed twelve (12) **months**.
- 34.4 An Employee shall **be** considered to have submitted their resignation **on** the date on **which** the leave **commenced** if the Employee does not **return to** work at the end of the leave, **unless** authorization to extend the leave **has been** received in writing **from** the Director, **Human Resources**, or unless the Employee is prevented **from** **returning** by **forces** beyond their control.
- 34.5 Upon return **to work**, **the** University will reinstate the Employee in their previous position. If that position **no** longer exists, **the** provisions of Article 12 will apply.
- 34.6 **An Employee will** not accumulate **seniority** while on unpaid leave for the purpose of Article 11 (**Seniority**) and Article 31 (**Annual Vacation**), However, such unpaid leave shall not constitute **a break in** continuity of service.

#### **ARTICLE 35 PREGNANCY AND PARENTAL LEAVE**

- 35.1 Pregnancy Leave

- (a) Subject to the notice provisions of Article 35.4, the Employer shall upon the request of a pregnant Employee and upon receipt of a medical certificate indicating the expected birth date, grant the Employee seventeen (17) weeks of unpaid Pregnancy Leave.
- (b) An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

### 35.2 Pregnant Employee Rights

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (c) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 35.1 may be granted sick leave in accordance with the provisions of Article 32.

### 35.3 Pregnancy Leave with Supplemental Benefits

During the period of Pregnancy Leave:

- (a) As specified in Article 35.1(a), a full-time, sessional full-time Employee with more than one year's service but less than three years' service at the University, will be maintained at 80% of her regular earnings for a period not to exceed seventeen (17) weeks. A full-time, sessional full-time employee who has three (3) years of service or more will be maintained at 95% of her regular earnings for a period not to exceed seventeen (17) weeks. The supplementary benefits will be implemented as follows:
  - (i) For the first two (2) weeks the Employee shall receive 80%/95% of her regular salary;
  - (ii) For up to a maximum of fifteen (15) additional weeks, the Employee shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 80%/95% of the Employee's regular salary;

- (iii) In the case of 35.3(a), payments shall begin **no** earlier than eight **(8) weeks** before **the** expected birth date and end **no** later than seventeen **(17) weeks** **after** the birth date unless the child is **confined to hospital**. In **the** event of a miscarriage **or** a still birth, the employee shall **be** entitled to sick leave under Article 32.
- (b) To **receive the** supplementary employment benefits defined in 35.3 (a) ii, the Employee shall supply the Employer with proof of application to Employment Insurance for **EI** Pregnancy Leave Benefits.
- (c) If the full-time, sessional fill-time Employee is disentitled or disqualified from receiving **EI** benefits or should **EI** cease to provide coverage for pregnancy benefits, the Employer will maintain **the** Employee **at** the appropriate percent (80%/95%) of her regular **earnings** for **the period** of her leave.

#### 35.4 Notice Required for Pregnancy Leave

- (a) The Employee shall **give the** Employer at least four **(4) weeks'** written notice of the **date** the Pregnancy Leave, **as** per Article 35.1 **is to begin**.
- (b) The notice **period** in Article 35.4(a) shall not apply if **the** Employee stops **working** because of complications caused by her pregnancy or because of **a birth**, still birth or miscarriage that happens earlier **than the** Employee was expected to give birth, In such circumstances, the Employee shall, within **two** weeks of stopping work, give **the** Employer:
  - (i) Written notice of the date the pregnancy leave **began** or **is to begin**; and
  - (ii) **A certificate** from a legally qualified practitioner that:
    - (1) **In the case** of the Employee **who** stops working because of **complications** caused by **her pregnancy**, states that the Employee **is** unable **to perform her duties** because of complications **caused** by her pregnancy and states the expected **birth date**; or
    - (2) **In any** case, states the date of birth, still birth or miscarriage and the **date** the Employee was expected to give birth.
- (c) Where notice **required** under Article 35.4(a) or 35.5(c) is not possible due **to** circumstances beyond **the** control of the Employee, the Employee shall provide **the** Employer **as much** notice **as** reasonably practicable of the commencement of her leave or **her** return **to** work.



### 35.5 End of Pregnancy Leave

- (a) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave under Article 35.7 shall end seventeen (17) weeks after the Pregnancy Leave began.
- (b) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave shall end on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. In the case of still birth or miscarriage, the Employee will also be entitled to sick leave coverage, under Article 32 and other salary insurance coverage after the date the pregnancy ends if the Employee cannot return to full-time work for medical reasons.
- (c) If an Employee on Pregnancy Leave wishes to take less than seventeen (17) weeks' Pregnancy Leave, the Employee shall give written notice to the Employer of her intention to return to work at least four (4) weeks prior to her expected date of return.

### 35.6 Post-Natal Leave

On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be entitled to a leave with full salary and benefits, and without loss of seniority, of up to five (5) days, to be taken at the discretion of the Employee within four (4) weeks of the birth. An Employee taking such leave shall give the Employer as much advance written notice as possible.

### 35.7 Parental Leave

- (a) An Employee who has been employed with the Employer for at least thirteen (13) weeks, who becomes a parent for one or more children through the birth of the child or children, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) An Employee who becomes a parent for one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the law of the Province, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (c) Where an Employee takes pregnancy leave pursuant to Article 35.1 and the Employee's newborn child or children arrive in the Employee's home during pregnancy leave, parental leave begins immediately upon

completion of the Pregnancy Leave and without the Employee returning to work and ends not later than thirty-five (35) weeks after the Parental Leave began.

- (d) Where an Employee did not take pregnancy leave pursuant to Article 35.1, parental leave begins on such date as determined by the Employee coinciding with or after the birth of the child or children first arriving in the Employee's home and ends no later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the Employee's home, whichever is earlier.
- (e) When a parental leave has begun, and the child is hospitalized for at least one week, the Employee is entitled to resume work and to defer the unused portion of the Parental Leave until the child is discharged from hospital.
  - (i) An Employee is entitled to only one interruption or deferral of a Parental Leave.
  - (ii) An Employee who intends to use a deferral shall give the Employer, in writing, as much notice as possible of the dates of resumption of employment and the Parental Leave.

### 35.8 Parental Leave with Supplemental Benefits

- (a) In accordance with the requirements set out in this Article a full-time, sessional full-time Employee who is eligible for Parental Leave under Article 35.7(b) and who has adopted a child(ren) five years of age or younger will receive supplemental benefits as follows:
  - (i) A full-time, sessional full-time employee with more than one (1) year's service but less than three (3) years' service at the University, will be maintained at 80% of their regular salary for a period not to exceed ten (10) weeks.
  - (ii) A full-time, sessional full-time employee who has three (3) years of service or more at the University will be maintained at 95% of their regular salary for a period not to exceed ten (10) weeks.
- (b) To receive the supplemental employment benefit defined in Article 35.8(a), the Employee shall supply the Employer with proof of application to Employment Insurance for EI Parental Leave Benefits.
- (c) If the full-time, sessional full-time Employee who is eligible for supplemental Parental Leave Benefits under Article 35.8(a) is disentitled or disqualified from receiving EI benefits or should EI cease to provide

coverage for **Parental** Leave, the Employer will **maintain** the Employee at an appropriate percent of their regular salary for the period of the leave.

### 35.9 Notice Required to **Take** Parental Leave

- (a) **An** Employee shall give written notice to the Employer of their intention to take a **Parental Leave** at least four **(4)** weeks prior to the commencement of such leave. **Where an** Employee qualifies for such leave as a result of adoption leave **and** where the child **comes into** the custody, care **and control** earlier than expected, the Employee shall give reasonable **written** notice.
- (b) If **an** Employee on **Parental** Leave wishes to take less than thirty-five (35) weeks of **Parental** Leave, the Employee **shall** give written notice to the Employer of their intention to return to work at least four **(4)** weeks **prior** to the expected date of return.

### 35.10 General **Considerations**

- (a) Provisions of the **Pregnancy** Leave and/or **Parental** Leave for **an** Employee shall be in **accordance with the Nova Scotia Labour Standards Code**, R.S.N.S., 1989, c. 246, ss 59-60, and **as** further amended, unless increased leave or benefits **are** provided by **this** Collective Agreement.
- (b) All insurance coverage **and** benefits shall be maintained during the **Pregnancy** and/or **Parental** Leave periods. **The** Employee, **on a** prepaid basis, **and** the Employer **shall** pay their respective premiums to all insurance and benefit plans on **the** basis of **the** Employee's **regular** salary throughout **the** leave period.
- (c) Upon **return to** work **from** a **Pregnancy** and/or **Parental** Leave, **the** Employee shall resume their former position, **with** no **loss of** salary level, benefits, or in seniority, or vacation entitlements. **The period of an** Employee's leave shall **be** included in **the** calculation of their length of service for seniority purposes.
- (d) Notwithstanding Article 10.1, **an** employee **who** commences **Pregnancy** and/or **Parental** Leave during **their** probationary period **shall** be required upon **resuming** their **duties**, to complete their probationary period before **being** eligible for confirmation.
- (e) If **an** employee resigns **from** the University or fails to **return** to work at the conclusion of their **Pregnancy** and/or **Parental** Leave **and** no extensions have **been** authorized, their employment shall **be** terminated effective their **first** day of actual absence.

**35.11** A Sessional ~~Part Time~~ Employee shall not be eligible to supplemental pregnancy or supplemental parental leave benefits.

## **ARTICLE 36      BEREAVEMENT LEAVE**

- 36.1** In the event of a death in the immediate family, an Employee shall be entitled to special leave **with** pay for a period of up to five **(5)** consecutive working days. Immediate family is **defined as** father, mother, (or legal **guardian**) brother, sister, spouse, child of the Employee, or child of the spouse.
- 36.2** **In the event of the death of a mother** or father of **the** spouse, **the** Employee shall be entitled to **three (3)** consecutive working **days with** pay.
- 36.3** **In the event of the death of a grandparent or grandchild, the** brother or sister of **the** spouse the Employee shall be entitled to **two (2)** consecutive working **days** with **pay**.
- 36.4** **In the event of the death of an aunt, uncle, nephew, niece, daughter-in-law or son-in-law** the Employee shall be entitled to one **(1)** working **day with** pay.
- 36.5** In addition to the above, an Employee may be granted up to two **(2)** days for travel and shall be paid for **those** travel day(s) which **are** not regularly **scheduled** days of rest.
- 36.6** **In cases** where extraordinary circumstances prevail, the University may grant special leave for bereavement in addition to the above **as it determines** necessary. This entitlement is subject to the proviso that proper notification is **made by** the **Employee to the** Director, **Human Resources**.

## **ARTICLE 37      SPECIAL LEAVE**

- 37.1** Special leave **with** pay is designed to assist an Employee in coping with domestic contingencies or unforeseen emergencies **that** affect the Employee. Dependent upon **circumstances**, special leave **may** be granted for such contingencies **as** illness in the immediate family, moving, **and** for unforeseen emergencies.

## **ARTICLE 38      CAREER DEVELOPMENT, CONFERENCE AND SEMINAR LEAVE**

- 38.1** Both parties recognize the mutual benefit of ongoing **training and** development for the Employee and the University. Employees **are**, therefore, encouraged to **maintain, upgrade and** develop skills **and** knowledge.
- 38.2** Where an Employee is requested **to** attend courses, conferences, **meetings or** seminars, **time off** with pay shall be granted. The University shall pay course tuition **and all** reasonable expenses **for** travel, meals and accommodations **as** per the University's policy.
- 38.3** An Employee **may** request time **off** with pay and reasonable expenses **to** attend **seminars and courses** which **are** directly relevant to the skills **required** for the Employee's position. Such requests must be submitted in advance **to Human Resources for** authorization.
- 38.4** Training **provided and** approved by the University shall normally take place during **the** Employee's workday. Where courses **are** given, either on or off campus, the duration of the **instruction shall be considered as** time worked. **Hours** of instruction **that** exceed the workweek of **35 or 32.5** shall be considered **time** worked and the Employee **shall** be given **equal time off** at a mutually agreed time.
- 38.5** The University shall provide training where **an** Employee is **required to** operate **equipment, software** or administrative systems or procedures, **the** purchase or introduction of which has been duly authorized.

## **ARTICLE 39 LEAVE APPLICATION**

- 39.1** **An** Employee shall, where possible, apply and receive prior authorization by **the** Department **Head** or designate for all leave, **failing** which **an** Employee shall be considered absent without permission,
- 39.2** **The** University may **grant** special leave **with** or without pay for such period **as** it deems **the** circumstances warrant.

## **ARTICLE 40 TUITION WAIVER**

- 40.1** All Employees, excepting **Sessional Part** Time, shall be entitled **to fifty percent (50%)** reduction in tuition **for** credit and non-credit courses **taken at** the University. **Where such courses are authorized as job related,** tuition will be **waived** at one hundred percent **(100%)**.

A **fifty percent (50%)** reduction in tuition **costs** for credit **courses taken at** the University by **an** Employee's spouse and dependent children will apply.

In relation to credit courses ~~this~~ article will not apply to Doctoral Programs, the Executive Master of Business Administration Program or full cost recovery programs.

**40.2** Credit courses undertaken at the University shall normally be outside of regular working hours. An Employee may request to undertake such courses during working hours provided that:

- (a) Operational requirements are met and maintained;
- (b) Except as provided for in Article 40.3 time lost while in class during working hours can be made up at a mutually agreed time.

Requests for time off under these circumstances shall be made through the Department Head or designate in consultation with the Director, Human Resources.

**40.3** Where an Employee is requested by the University to enroll in a credit or non-credit course directly related to the job, and where the course is scheduled during the Employee's normal working hours, time off with pay will be granted and all tuition costs and the cost of required textbooks for the course shall be paid by the University.

**40.4** If a Full-Time or Sessional Employee dies while employed by the University or while in receipt of Long Term Disability and with no less than five (5) years' service, the Employee's dependent children shall be entitled to a waiver of tuition at one hundred percent (100%) for degree credit courses undertaken at Saint Mary's University until the completion of a degree.

## ARTICLE 41 BENEFITS

### 41.1

- (a) The group benefit plans presently in effect throughout the University will continue to be available to all Full-Time, Full-Time Sessional and Regular Part-Time Employees covered by this Collective Agreement.
- (b) The University agrees that prior to implementing changes in existing benefit plans, to consult with the Union.

**41.2** Full-Time Sessional and Regular Part-Time Employees shall be entitled to enroll in the group benefit plans in effect throughout the University and during the

periods of their absences such Employees will pre-pay the required cost-shared premiums.

**41.3** In the case of an Employee who is injured on duty, the University agrees to compensate the Employee an amount necessary to maintain current E.I. benefits based on the regular rate of pay for a period not to exceed ninety (90) days if the Employee is disentitled to benefits under E.I. or Workers' Compensation and has exhausted all earned sick leave credits.

**41.4**

- (a) The University will maintain its current practice in cost sharing fifty percent (50%) of extended health care benefits premiums.
- (b) Pension contributions made by and on behalf of the members of the bargaining unit will be as follows:

	<u>Employee</u>	<u>Employer</u>
Effective July 1 <sup>st</sup> 1999	6.0%	8.0%

**41.5** This article does not apply to Sessional Part Time Employees.

## **ARTICLE 42 RETIREMENT**

**42.1** The retirement date for an employee will be the thirtieth (30<sup>th</sup>) day of June following their sixty-fifth (65<sup>th</sup>) birthday.

In the event that an employee's sixty-fifth (65<sup>th</sup>) birthday falls in June, the retirement date will revert to the thirty-first (31<sup>st</sup>) day of July.

## **ARTICLE 43 TRAWL EXPENSES**

**43.1** An Employee shall not be required to use their vehicle on University business.

**43.2** The University agrees that the travel policy in effect at the University shall apply.

## **ARTICLE 44 SEXUAL HARASSMENT**

- 44.1 Saint Mary's University wishes to maintain an equitable environment for work and study on campus. Therefore it does not condone sexual harassment and it actively seeks to prevent sexual harassment of its students and employees.
- 44.2 It is the responsibility of all members of the University Community to contribute to a safe environment free from harassment. The definitions and procedures of the University Sexual Harassment Policy are intended to contribute to the reduction of sexual harassment, and to the expeditious investigation and resolution of complaints of sexual harassment, with fairness to all concerned, and are applicable to all members of the bargaining unit. The University and Union endorse the definition of sexual harassment and the procedures for dealing with sexual harassment as established by the Saint Mary's University Senate and set forth in Procedure For Dealing With Sexual Harassment as amended, from time to time.
- 44.3 The Union's representative(s) on the Sexual Harassment Committee and/or an employee who is required to participate in a sexual harassment case shall be given time off without loss of pay.

#### ARTICLE 45 EMPLOYER LIABILITY

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

#### ARTICLE 46 COPIES OF THE AGREEMENT

- 46.1 The University shall print sufficient true signed copies of this Agreement and shall distribute one (1) such copy of the Agreement to each employee in the bargaining unit and fifty (50) copies to the Union.
- 46.2 The University shall provide every new Employee with a copy of the Collective Agreement at the time of hiring.

#### ARTICLE 47 SALARY AND CLASSIFICATION

- 47.1 Classifications and salary rates contained in Schedule III form part of this Agreement.



**47.2**

- (a) The salary rates contained in Schedule III A **this Agreement** shall be paid retroactively **to** and including July 1<sup>st</sup>, 2000 and shall **be** applicable to members of the bargaining unit on the date of **the** signing of this Agreement.
- (b) **The** salary rates contained in Schedule III B **this Agreement** shall be effective July 1<sup>st</sup>, 2001.
- (c) The salary rates **contained** in Schedule III C **this Agreement** shall be effective July 1<sup>st</sup>, 2002.

**47.3** Progression **within** a salary group shall be automatic and shall occur **on** the first (1<sup>st</sup>) day of July, except **in the** following cases:

- (a) Those Employees hired **after March 31<sup>st</sup>**, and prior **to** July 1<sup>st</sup> shall not progress **from the salary** step upon appointment;
- (b) **Those** Employees **who** do not have at least six (6) months of compensated service since July 1st of the previous **year**, as the result of extended leave,

**47.4** The rate of compensation of a person upon appointment to a position shall not be less **than** Step 1 prescribed for the classification to which they **are** appointed.

**47.5** The rate of compensation of a person upon appointment to a position may be at a **rate higher** than Step 1 but not **greater than Step 7** of any salary group prescribed for the classification if, in the **opinion** of the University, such higher rate is necessary **to** effect **the** appointment of a qualified **person** to the position if they have qualifications in **excess** of the **minimum requirements** for the position.

**47.6** **The** rate of compensation **of an** Employee upon promotion **to** a position **in a higher salary group** shall **be at the** next higher rate or Step 1 of the new classification, whichever **is** greater.

**47.7** The rate of compensation of **an** Employee upon promotion to a position may be at **a** rate higher than that designated in Article 47.6 but not greater **than Step 7** of the promoted **salary** group if, in **the** opinion **of the** University, such higher rate is necessary to effect the promotion of a qualified **person to** the position.

**47.8** Employees' **salaries** shall be determined as follows:

2000

- (a) **The** salary scale effective July 1, 1999 will be increased by three percent (3.0%).
- (b) Employees eligible for **step** progression will move **to the** next step in the applicable **salary** group effective July 1, 2000.

#### 2001

- (a) The salary scale effective July 1, 2000 shall be increased by **two and one-half percent (2.5%)**.
- (b) Employees eligible for step progression **will** move to the next **step in** the applicable **salary** group effective July 1, 2001.

#### 2002

- (a) The salary scale effective July 1, 2001 shall be increased by two percent (2.0%).
- (b) Employees eligible for **step progression** will **move to** the next step **in the** applicable **salary** group effective July 1, 2002.

47.9 **The** rate of compensation for a **seasonal** Part-Time hourly paid Employee shall be 90% of **the** applicable **salary step** in the appropriate classification group.

### ARTICLE 48 REVISION OR WAIVER

- 48.1 Changes to **this** Agreement may be made by mutual consent at **any** time during the life of the Agreement. **Such** amendment shall be in Writing.
- 48.2 **If laws are** passed, applying to Employees covered by **this** Agreement, rendering **any** provision of this Agreement null and void, the **remaining** provisions of **this** Agreement shall remain in effect for the term of the Agreement.

### ARTICLE 49 TERM OF AGREEMENT

- 49.1 **This** Agreement shall be **deemed** to have **come** into force and effect on **the** 1<sup>st</sup> day of July 2000 and to continue in **force and effect until the 30<sup>th</sup> day of June 2003**. All provisions of this agreement shall, **unless** otherwise **stated**, be effective **from the date of the signing** of **this** agreement. **Thereafter** it shall be automatically renewed for periods of one (1) year unless **either party notifies the** other in **writing** not less

than thirty (30) days and not ~~more~~ than ninety (90) days prior to any expiry date that it desires to amend or terminate the Agreement.

**49.2** ~~Within~~ twenty (20) days of receipt of notice of one party, the other party shall enter into negotiations of a new Agreement.

**IN WITNESS WHEREOF** each of the hereto has caused this agreement to be signed by its duly authorized representative(s) as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED** this 28<sup>th</sup> day of June, 2001 in the presence of:

**SAINT MARY'S UNIVERSITY**

**NOVA SCOTIA GOVERNMENT  
EMPLOYEES UNION, LOCAL 79**

\_\_\_\_\_  
**President of the University**

\_\_\_\_\_  
**President of the Union**

\_\_\_\_\_  
**Vice President, Administration**

\_\_\_\_\_  
**Employee Relations Officer, NSGEU**

\_\_\_\_\_  
**Witness to the signing by Saint Mary's  
University**

\_\_\_\_\_  
**President of NSGEU, Local 79**

\_\_\_\_\_  
**Witness to the signing by NSGEU**

**MEMORANDUM OF UNDERSTANDING- PERFORMANCE APPRAISAL**

Through this Memorandum of Understanding, the parties agree that the process to develop a Performance Appraisal System, as per the Letter of Understanding dated May 6, 1999, will be delayed.

The University agrees to consult with the Union through the Labour Management Committee, throughout the implementation of a System. Members of the NSGEU bargaining unit will be requested to provide feedback through the use of focus groups and pilot testing.

For the University

For the Union

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

DATED at Halifax, in the Province of Nova Scotia, this 28<sup>th</sup> day of June, 2001.

**MEMORANDUM OF UNDERSTANDING - DEFERRED LEAVE**

Through this Memorandum of Understanding, the University agrees that within 2 years of signing this agreement, the University will study the feasibility of adopting a policy regarding Deferred Leave applicable to the employees in this bargaining unit. Any Deferred Leave Program must be cost-neutral to the University. The University agrees to meet with the Union for input during the study,

**For the University**

**For the Union**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**DATED at Halifax, in the Province of Nova Scotia, this 28<sup>th</sup> day of June, 2001.**

**SCHEDULE I - JOB TITLES COVERED BY THIS AGREEMENT**

ACCOUNTS PAYABLE CLERK	LIBRARY CLERK IV
ACCOUNTS PAYABLE CLERK	LIBRARY CLERK V
ADMISSIONS RECORDS CLERK	MARKETING ASSISTANT INFORMATION
ASSISTANT TO THE MANAGER	MEDIA ASSISTANT
BOOKSTORE	NOVELL SYSTEMS MANAGER
LIBRARY	POSTAL/STORES CLERK
PHONE SERVICE	PROCUREMENT COORDINATOR
REPRESENTATIVE	PROGRAM ASSISTANT, WTCC
CARTOGRAPHER	PROGRAM ASSISTANT, ANNUAL FUND CENTRE
CLERK I, BOOKSTORE	RECEPTIONIST
CLERK, ACCOUNTS RECEIVABLE	SECRETARY I
CLERK/CASHIER, ACCOUNTS RECEIVABLE	SECRETARY II
COORDINATOR OF RECORDS, REGISTRAR OFFICE	SECRETARY III
COORDINATOR, ANNUAL FUND CENTRE	SECRETARY IV
COORDINATOR, CONFERENCE SERVICES	SHIPPER/RECEIVER
COORDINATOR, FERGUSON LIBRARY FOR THE HANDICAPPED	STORES CLERK
COORDINATOR, OFFICE SERVICES	SUPERVISOR, ACCOUNTS PAYABLE
COORDINATOR, REGISTRY SERVICES	SUPERVISOR, ACCOUNTS RECEIVABLE
COORDINATOR, STORES SERVICES	SWITCHBOARD INFORMATION DESK/CLERK
COURSE EDITOR	SYSTEMS ANALYST
DATA ENTRY CLERK	SYSTEMS TECHNICIAN - LIBRARY
END USER SUPPORT TECHNOLOGIST	TECHNICAL SUPPORT ANALYST
FRONT DESK INFORMATION CLERK	TECHNICIAN II, ANIMAL CARE/BIOLOGY
HEAD OF ACCESS SERVICES	TECHNICIAN II, ASTRONOMY
HEAD OF ACQUISITIONS SERVICES	TECHNICIAN II, BIOLOGY
HELP DESK COORDINATOR	TECHNICIAN II, GEOLOGY
INFORMATION ASSISTANT/RECEPTIONIST	TECHNICIAN II, PSYCHOLOGY
IT FACILITIES COORDINATOR	TECHNICIAN III, CHEMISTRY
JOB TITLE	TECH I A III, F SICS
LIBRARY ASSISTANT I	TECH I A J AMM
LIBRARY ASSISTANT II	MATHEMATICS & COMPUTING SCIENCE
LIBRARY ASSISTANT III	TECHNOLOGY ANALYST
LIBRARY ASSISTANT IV	TELECOMMUNICATIONS /COORDINATOR
LIBRARY ASSISTANT V	TRANSCRIPT SECRETARY
LIBRARY CLERK I	WWW COURSE TECHNICIAN
LIBRARY CLERK II	
LIBRARY CLERK III	

**SCHEDULE II - JOB CLASSIFICATIONS COVERED BY THIS AGREEMENT**

JOB TITLE	RANK / GROUP
LIBRARY CLERK I	2
RECEPTIONIST	2
ACCOUNTS PAYABLE CLERK	3
DATA ENTRY CLERK	3
LIBRARY CLERK II	3
SECRETARY I	3
STORES CLERK	3
INFORMATION DESK CLERK	3
TRANSCRIPT SECRETARY	
ADMISSIONS RECORDS CLERK	-
RECEIVING CLERK/CUSTOMER SERVICE REPRESENTATIVE	4
CLERK, ACCOUNTS RECEIVABLE	4
CLERK/CASHIER, ACCOUNTS RECEIVABLE	4
LIBRARY ASSISTANT I	4
LIBRARY CLERK III	4
POSTAL/STORES CLERK	4
SECRETARY II	4
SHIPPER/RECEIVER	4
ACCOUNTS PAYABLE CLERK	5
CLERK I BOOKSTORE	5
REGISTRAR OFFICE FRONT DESK INFORMATION ASSISTANT/RECEPTIONIST	5
LIBRARY ASSISTANT II	5
LIBRARY CLERK IV	5
PROGRAM ASSISTANT, ANNUAL FUND CENTRE	5
SECRETARY III	5
COORDINATOR, FERGUSON LIBRARY FOR THE HANDICAPPED	6
IT FACILITIES COORDINATOR	6
LIBRARY ASSISTANT III	6
LIBRARY CLERK V	6
MARKETING ASSISTANT/SPORTS INFORMATION	6
MEDIA ASSISTANT	6
SECRETARY IV	6
SUPERVISOR, ACCOUNTS PAYABLE	6

ASSISTANT ART ALI	7
CARTOGRAPHER	7
COORDINATOR, REGISTRY SERVICES	7
COORDINATOR, STORES SERVICES	7
COURSE EDITOR	7
LIBRARY ASSISTANT IV	7
PROGRAM ASSISTANT, WTCC	7
SUPERVISOR, ACCOUNTS RECEIVABLE	7
ASSISTANT TO THE MANAGER BOOKSTORE	8
COORDINATOR, ANNUAL FUND CENTRE	8
CONFERENCE SERVICES	8
COORDINATOR, OFFICE SERVICES	8
TECHNOLOGIST	8
LIBRARY ASSISTANT V	8
PROCUREMENT COORDINATOR	8
SYSTEMS TECHNICIAN - LIBRARY	8
TECHNICAL SUPPORT ANALYST	8
TECHNICIAN/PROGRAMMER, MATHEMATICS & COMPUTING SCIENCE	8
TELECOMMUNICATIONS /COORDINATOR	8
WWW COURSE TECHNICIAN	8
HELP DESK COORDINATOR	9
TECHNICIAN II, ANIMAL CARE/BIOLOGY	9
TECHNICIAN II, ASTRONOMY	9
TECHNICIAN II, BIOLOGY	9
TECHNICIAN II, GEOLOGY	9
TECHNICIAN II, PSYCHOLOGY	9
HEAD OF ACCESS SERVICES	10
HEAD OF ACQUISITIONS SERVICES	10
NOVELL SYSTEMS MANAGER	10
SYSTEMS ANALYST	10
TECHNICIAN III, CHEMISTRY	10
TECHNICIAN III, PHYSICS	10
TECHNOLOGY ANALYST	10



**SCHEDULE III A - SALARY SCALE EFFECTIVE JULY 1, 2000**

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step Increment	Scale Adjustment
2	\$				21,175	21,852	22,552	3.2%	3.0%
3					21,974	22,678	23,403	3.2%	3.0%
4				22,497	23,217	23,980	24,727	3.2%	3.0%
5				23,961	24,727	25,518	26,335	3.2%	3.0%
6			25,547	26,365	27,208	28,079	28,978	3.2%	3.0%
7		28,242	29,145	30,078	31,040	32,034	33,059	3.2%	3.0%
8	30,136	31,100	32,095	33,122	34,183	35,275	36,404	3.2%	3.0%
9	33,122	34,182	35,275	36,404	37,569	38,771	40,011	3.2%	3.0%
10	36,451	37,617	38,821	40,063	41,345	42,668	44,034	3.2%	3.0%

**SCHEDULE III B - SALARY SCALE EFFECTIVE JULY 1, 2001**

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step Increment	Scale Adjustment
2	\$				21,704	22,399	23,116	3.2%	2.5%
3					22,523	23,244	23,988	3.2%	2.5%
4				23,060	23,798	24,559	25,345	3.2%	2.5%
5				24,560	25,345	26,156	26,993	3.2%	2.5%
6			26,186	27,024	27,889	28,781	29,702	3.2%	2.5%
7		28,948	29,874	30,830	31,816	32,835	33,885	3.2%	2.5%
8	30,889	31,877	32,897	33,950	35,037	36,157	37,314	3.2%	2.5%
9	33,950	35,036	36,157	37,314	38,508	39,741	41,012	3.2%	2.5%
10	37,362	38,557	39,791	41,064	42,379	43,734	45,134	3.2%	2.5%

**SCHEDULE III C - SALARY SCALE EFFECTIVE JULY 1, 2002**

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step Increment	Scale Adjustment
2	\$				22,138	22,847	23,578	3.2%	2.0%
3					22,974	23,709	24,467	3.2%	2.0%
4				23,521	24,274	25,050	25,852	3.2%	2.0%
5				25,051	25,852	26,679	27,533	3.2%	2.0%
6			26,709	27,565	28,446	29,356	30,297	3.2%	2.0%
7		29,527	30,471	31,447	32,452	33,492	34,563	3.2%	2.0%
8	31,507	32,515	33,555	34,629	35,738	36,880	38,061	3.2%	2.0%
9	34,629	35,737	36,880	38,061	39,279	40,535	41,832	3.2%	2.0%
10	38,109	39,328	40,587	41,886	43,226	44,609	46,037	3.2%	2.0%

## APPENDIX "A" - EXCLUSIONS LIST

<b>President</b>	<b>Director of Public Affairs</b>
<b>Executive Assistant to the President</b>	<b>Assistant Director, Public Affairs</b>
<b>Academic Vice-President &amp; Research</b>	<b>Public Affairs Officer</b>
<b>Vice-President (Administration)</b>	<b>Information Officer</b>
<b>Confidential Secretaries to the above listed persons</b>	<b>Head Librarian</b>
<b>Comptroller</b>	<b>Administrative Assistant to Head Librarian</b>
<b>Dean of Arts</b>	<b>Head of Media Services</b>
<b>Dean of Commerce</b>	<b>Director, Personnel Services</b>
<b>Dean of Education</b>	<b>Personnel Assistant</b>
<b>Dean of Science</b>	<b>Director of Physical Plant</b>
<b>Secretaries to the above listed persons</b>	<b>Architectural Draftsman</b>
<b>Director of Administrative Services</b>	<b>Security Officer</b>
<b>Manager, Printing &amp; Duplicating Services</b>	<b>Registrar</b>
<b>Purchasing Agent</b>	<b>Associate Registrar</b>
<b>Director of Admissions</b>	<b>Assistant Registrar</b>
<b>Assistant Director of Admissions</b>	<b>Director of Residences</b>
<b>Director of Alumni</b>	<b>Assistant Directors of Residences</b>
<b>Assistant Director of Alumni</b>	<b>Secretary to Senate</b>
<b>Alumni Officer</b>	<b>Director of Student Services</b>
<b>Director of Athletics and Recreation</b>	<b>Coordinator, Counselling Services</b>
<b>Coordinator of Operations</b>	<b>Financial Counsellor</b>
<b>Coordinator of Campus Recreation</b>	<b>Student Counsellor</b>
<b>Coordinator of Intercollegiate Athletics</b>	<b>Chaplain</b>
<b>Supervisor of Facilities</b>	<b>Nurse</b>
<b>Marketing and Promotion Manager</b>	<b>Manager, Financial Services</b>
<b>Coordinator of Finance and Computer Operations</b>	<b>Accountant</b>
<b>Fitness and Instruction Coordinator</b>	<b>Accountant, Accounts Analysis</b>
<b>Front Desk Supervisor</b>	<b>Budget Control Officer</b>
<b>Physiotherapist</b>	<b>Payroll Services Supervisor</b>
<b>Sport Coaches</b>	<b>Payroll Clerk</b>
<b>Director of Computer Services</b>	<b>Manager of Campus Bookstore</b>
<b>Manager, User Services</b>	<b>Maintenance and Custodial Supervisors and Foremen</b>
<b>Manager, Systems and Operations</b>	<b>Non-Union Maintenance &amp; Trades Personnel</b>
<b>Coordinator, Conferences &amp; Special Events</b>	<b>Arena Manager</b>
<b>Director of Continuing Education</b>	<b>Arena Staff</b>
<b>Assistant Director, Continuing Education</b>	<b>Persons employed in the International Education Centre (except per LRB #2768 amended)</b>
<b>Manager, Non-Credit Courses</b>	<b>Persons employed in the China Project Office</b>
<b>Director of University Advancement</b>	<b>Persons employed in Atlantic Centre of Support for Disabled Students</b>
<b>Planned Giving Consultant</b>	<b>Grant Paid employees</b>
<b>Manager, Annual Fund Centre</b>	
<b>Special Assistant, Capital Campaign</b>	
<b>Director of Institutional Research &amp; Analysis</b>	
<b>Institutional Researcher</b>	

Following the signing of this Collective Agreement the parties shall continue to meet to reach agreement on amendments to the foregoing list,

Positions not on the foregoing list and currently being treated as exclusions shall remain outside the jurisdiction of the bargaining unit until agreement is reached between the parties or, where no agreement is reached, either party may refer the matter to the Labour Relations Board (Nova Scotia). Such positions shall remain outside of the bargaining unit until a decision is rendered.

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