



**Saint Mary's  
University**

**Agreement Between**

**SAINT MARY'S UNIVERSITY  
and  
THE NOVA SCOTIA GOVERNMENT  
AND GENERAL EMPLOYEES UNION  
Local 79**

**July 1, 2003  
to  
June 30, 2006**

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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 AND GENERAL EMPLOYEES UNION, hereinafter called the "Union"**

WHEREAS the **Labour Relations Board (Nova Scotia) under Order No. 2768, dated July 17th 1981, as amended by Order No. 4149 (dated January 26th, 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 / DEFINITIONS**

Union	<del>means</del> the Nova Scotia Government and General Employees Union.
Union <del>Local</del>	<del>means</del> Local 79, Nova Scotia Government and General Employees Union.
University	<del>means the Board</del> of Governors of Saint Mary's University or its representatives acting on their behalf.
Employee	<del>means</del> any person employed by the University in a position within the bargaining unit.
Full-time Employee	means <del>one who works the normal hours</del> for a <b>full-time</b> employee as set forth in Article 15.
Sessional Full-time Employee	means one <del>who works the hours of work as set forth in Article 15 in a recurring</del> authorized position for a period which is approximately concurrent with the University's academic year but less than a <b>calendar year</b> .
Regular Part-time Employee	means an employee, <del>who works less than the normal hours of a full-time employee who is employed on a continuing and recurring basis and who works a minimum of seventeen and one-half (17%) hours per week.</del>
Sessional <del>Part-time</del> Employee	means an employee <del>who works less than the normal hours of a full-time employee and who works a minimum of seventeen and one-half (17 %) hours per week for a period which is approximately concurrent with the University academic year but less than a calendar year.</del>
<b>Temporary Employee</b>	means an employee, not a member of the <b>bargaining unit</b> , hired for a <b>non-recurring specific purpose</b> and for a specific period of time not to exceed nine (9) <b>months</b> . Extensions to an employee's <b>original period</b> of temporary employment, not to exceed twelve (12) <del>months,</del> <b>may</b> be implemented

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through mutual agreement between the University and Union Local. In the case of **Pregnancy/Parental Leave**, the temporary period of employment shall be up to twelve (12) **months**. In the case of **Long Term Disability**, the temporary period of **employment shall be up to twenty-four (24) months**.

- 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 17th, 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 endeavour to **reach agreement, and if no agreement is reached, the matter may be referred** by either party to the Labour Relations Board (Nova Scotia) **for final** resolution.
- 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 Steward 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 and General 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**

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- 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 now 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 endeavour 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 or discontinue job posting procedures in order to consider the re-employment 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 or regular part-time position within the bargaining unit shall be probationary for a period of six (6) calendar months from the date of appointment. An extension to an employee's original probationary period may be implemented through mutual agreement between the University and the Union. Such extension shall be for a two (2) month duration. 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 three (3) 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

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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



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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 the following:
- (a) for employees with ten (10) or less years of service, one (1) week of pay for every one (1) year of service in the bargaining unit;
  - (b) for employees with more than ten (10) years of service, an additional half (1/2) week for a total of one and one half (1 ½) weeks of pay for each year of service in the bargaining unit in

excess of 10 years, to a maximum of thirty-one (31) weeks. For example, an employee with fifteen (15) years service would receive ten (10) weeks for their first ten (10) years of service, plus seven and one half (7 ½) weeks for the next five (5) years of service (calculated as 5 years x 1.5 weeks); for a grand total of seventeen and one-half (17 ½) weeks of severance.

Employees *opting* for severance pay 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

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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 workweek 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 am. 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 Seasonal ~~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 Seasonal ~~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 supersede the relevant articles of the collective agreement, for those employees.

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- 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 workweek 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 AND WORK FROM HOME**

- 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.

- 18.3 **When** an employee is called at home, outside of scheduled working hours by their **Department Head** or **designate authorized to** assign work, and is **required** to perform a service from home as a result, they will be compensated at a **rate** of one and one-half (1.5x) times their regular rate of pay for a **minimum** of thirty (30) **minutes**, for each **time** called.

#### 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** twelve (**12**) **months**, may be implemented through mutual **agreement** between the University and **Union Local**. In the case of **Pregnancy/Parental Leave**, the temporary period of employment shall be up to twelve (**12**) **months**. In the case of Long **Term** Disability, the **temporary period** of employment shall be up to **twenty-four (24)** months.

- 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 is 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

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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

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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 ~~eighteen (18) 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 disproved, 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 the 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 same 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:

<del>New Year's Day</del>	Labour Day
<del>Good Friday</del>	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve (designated 1/2 day)
Canada Day	Christmas Day
HRM - 1 <sup>st</sup> Monday in August	Boxing 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 (1.5x) 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 workweek 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 ½ x) 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 service, one and one-quarter (1-1/4) 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 (1-2/3) 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 (2-1/12) 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 preferences shall be given to Employees on the basis of seniority. On or before May 1st of each year, Employees shall be notified of their vacation accumulation. Not later than May 30th, 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 30th, the University shall not be required to give the 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 1st to June 30th depending on department operational requirements.

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- (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-retuning 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) due to a 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

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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
- Average number of hours worked per week x 1.25 days**
- 35 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 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**.

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- 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 stillbirth, **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 full-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, **stillbirth** 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, stillbirth or miscarriage.** In the case of **stillbirth** 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.**

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- 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 ~~Seasonal 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**.

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- 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** noncredit courses taken at the University. Where such comes 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 enrol 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 enrol 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 1st 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(30th) day of June following their sixty-fifth(65th) birthday.

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

**ARTICLE 43 TRAVEL 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/ 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/harassment and it actively **seeks** to **prevent** sexual **harassment/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 sexual harassment/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/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** cast of gross negligence or wilful 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 of this Agreement shall be paid retroactively to and including July 1st, 2003 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 of this Agreement shall be effective July 1st, 2004.
  - (c) The salary rates contained in Schedule III C of this Agreement shall be effective July 1st, 2005.
- 47.3 Progression within a salary group shall be automatic and shall occur on the first (1st) day of July, except in the following cases:
- (a) Those Employees hired after March 31st, and prior to July 1st 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 3 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

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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 8** 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:
- 2003**
- (a) The **salary scale** effective July 1, 2002 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, 2003.
- 2004**
- (a) The **salary scale** effective July 1, 2003 shall 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, 2004.
- 2005**
- (a) The **salary scale** effective July 1, 2004 shall 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, 2005.
- 47.9 The **rate** of **compensation** for a **Sessional 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,

**NSGEU**  
*July 1, 2003 to June 30, 2006*

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 1st day of July 2003 and to continue in force and effect until the 30th day of June 2006. 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.

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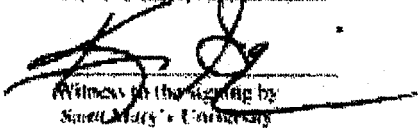
IN WITNESS WHEREOF each of the hereto has caused this agreement to be signed by its duly authorized representative(s) as of the day and year first above written.

SIGNED, SEALED AND DELIVERED this 15th day of October, 2004 in the presence of:

SAINT MARY'S UNIVERSITY

  
President of the University

  
Vice President, Administration

  
Witness to the signing by  
Saint Mary's University

NOVA SCOTIA  
GOVERNMENT AND  
GENERAL EMPLOYEES  
UNION, LOCAL 79

  
President of the Union

  
Employee Relations Officer,  
NSGEU

  
President of NSGEU, Local 79

Witness to the signing by NSGEU

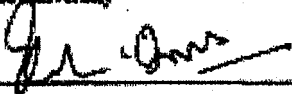
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**MEMORANDUM OF UNDERSTANDING – PERFORMANCE APPRAISAL**



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

  
\_\_\_\_\_  
Daniel Mousen

For the Union

  
\_\_\_\_\_  


DATED at Halifax, in the Province of Nova Scotia, this 25<sup>th</sup> day of June, 2001.


*NSGEU*  
*July 1, 2003 to June 30, 2006*

**MEMORANDUM OF UNDERSTANDING – DEFERRED LEAVE**

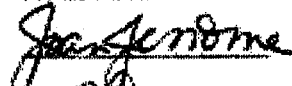
Through this Memorandum of Understanding, the University agrees that within one (1) year of signing this agreement, the University will adopt the University policy currently being developed regarding Deferred Leave which will be applicable to the employees in this bargaining unit.

DATED at Halifax, in the Province of Nova Scotia, this 15<sup>th</sup> day of October, 2004.

For the University

  
\_\_\_\_\_  
Helmut Morison

For the Union

  
\_\_\_\_\_  
Joe Fenome



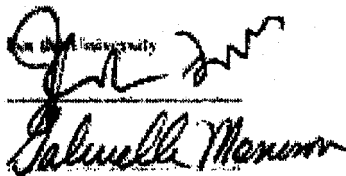
**MEMORANDUM OF UNDERSTANDING – JOB EVALUATION**

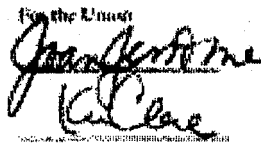

The Parties agree that a Job Evaluation Task Force (JETF) shall be established within 3 months of signing this agreement. The JETF shall consist of two representatives from the Union Local and the Director of Human Resources, and the University Job Analyst. The Employer agrees to provide funding to the JETF to engage the services of an external facilitator, where the Task Force decides that such engagement is necessary to assist in the process.

Once established, the JETF will request the bargaining unit membership to provide feedback concerning the Job Evaluation process. This shall be completed over a six-month period. Once complete, nine months shall be allowed to the Task Force to analyze the findings and produce a report containing recommendations for improvement to the Job Evaluation Process, or, if necessary, a new Job Evaluation (JE) system, with proposed timelines for the implementation of each recommendation. Proposed timelines will take into consideration the complexity and effort required for implementation of each specific recommendation. Where the parties are unable to agree on revisions to the existing JE system or a new JE system, either party may refer the matter to a third party arbitrator. The cost of arbitration shall be shared equally between the parties. The decision of the arbitrator shall be final and binding on the parties.

The JETF report shall be presented jointly to the Union Local President and Vice President Administration. Mutually agreed recommendations for improvement will be implemented within the timelines proposed by the committee.

DATED at Halifax, in the Province of Nova Scotia, this 15th day of October, 2004.

For the University  
  
Samuel Monson

For the Union  
  
Joan Berthelme  




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

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



**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
SWITCHBOARD INFORMATION DESK/CLERK	3
TRANSCRIPT SECRETARY	3
ADMISSIONS RECORDS CLERK	4
BILLING 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
COORDINATOR OF RECORDS	5
REGISTRARS OFFICE	5
FRONT DESK INFORMATION CLERK	5
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
ITSS FACILITIES COORDINATOR	6
LIBRARY ASSISTANT III	6
LIBRARY CLERK V	6
MARKETING ASSISTANT/SPORTS INFORMATION	6
MEDIA ASSISTANT	6
SECRETARY IV	6

JOB TITLE	RANK/ GROUP
SUPERVISOR, ACCOUNTS PAYABLE	6
ASSISTANT, ART GALLERY	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
COORDINATOR, CONFERENCE SERVICES	8
COORDINATOR, OFFICE SERVICES	8
END USER SUPPORT TECHNOLOGIST	8
LIBRARY ASSISTANT V	8
PROCUREMENT COORDINATOR	8
SYSTEMS TECHNICIAN - LIBRARY	8
TECHNICAL SUPPORT ANALYST	8
TECHNICIAN/PROGRAMMER	8
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

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**SCHEDULE III A - SALARY SCALE EFFECTIVE JULY 1, 2003**

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step Increment	Scale Adjustment
2	\$			22,802	23,532	24,285	25,062	3.2%	3.00%
3					23,663	24,421	25,201	3.2%	3.00%
4				24,227	25,002	25,802	26,628	3.2%	3.00%
5				25,803	26,628	27,480	28,359	3.2%	3.00%
6			27,511	28,391	29,300	30,237	31,205	3.2%	3.00%
7		30,412	31,385	32,390	33,426	34,496	35,600	3.2%	3.00%
8	32,452	33,490	34,562	35,668	36,810	37,987	39,203	3.2%	3.00%
9	35,668	36,809	37,987	39,203	40,457	41,751	43,087	3.2%	3.00%
10	39,252	40,508	41,805	43,142	44,523	45,947	47,418	3.2%	3.00%

**SCHEDULE III B - SALARY SCALE EFFECTIVE JULY 1, 2004**

Group	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8*	Step Increment*	Scale Adjustment
2	\$		23,486	24,238	25,014	25,814	26,382	3.2%/2.2%	3.00%
3				24,373	25,153	25,938	26,529	3.2%/2.2%	3.00%
4			24,953	25,752	26,576	27,427	28,030	3.2%/2.2%	3.00%
5			26,577	27,427	28,304	29,210	29,853	3.2%/2.2%	3.00%
6		28,336	29,243	30,179	31,144	32,142	32,849	3.2%/2.2%	3.00%
7	31,325	32,327	33,362	34,429	35,531	36,668	37,475	3.2%/2.2%	3.00%
8	34,495	35,599	36,738	37,914	39,126	40,379	41,267	3.2%/2.2%	3.00%
9	37,913	39,126	40,379	41,671	43,004	44,379	45,356	3.2%/2.2%	3.00%
10	41,723	43,059	44,437	45,859	47,326	48,841	49,915	3.2%/2.2%	3.00%

\*The step increment for Step 8 effective July 1, 2004-June 30, 2005 is 2.2%

**SCHEDULE III C - SALARY SCALE EFFECTIVE JULY 1, 2005**

Group	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step Increment	Scale Adjustment
2	\$	-	24,191	24,965	25,764	26,589	27,440	3.2%	3.00%
3	-	-	-	25,104	25,908	26,736	27,592	3.2%	3.00%
4	-	-	25,702	26,524	27,373	28,250	29,153	3.2%	3.00%
5	-	-	27,374	28,250	29,153	30,086	31,049	3.2%	3.00%
6	-	29,186	30,120	31,084	32,079	33,106	34,165	3.2%	3.00%
7	32,264	33,296	34,363	35,462	36,597	37,768	38,977	3.2%	3.00%
8	35,530	36,667	37,840	39,052	40,300	41,590	42,921	3.2%	3.00%
9	39,051	40,300	41,590	42,921	44,294	45,711	47,174	3.2%	3.00%
10	42,975	44,351	45,770	47,235	48,746	50,306	51,916	3.2%	3.00%

APPENDIX "A" - EXCLUSIONS LIST

President	Director of Public Affairs
Executive Assistant to the President	Assistant Director, Public Affairs
Academic Vice-President & Research	Public Affairs Officer
Vice-President (Administration)	Information Officer
Confidential Secretaries to the above listed persons	Head Librarian
Comptroller	Administrative Assistant to Head Librarian
Dean of Arts	Head of Media Services
Dean of Commerce	Director, Personnel Services
Dean of Education	Personnel Assistant
Dean of Science	Director of Physical Plant
Secretaries to the above listed persons	Architectural Draftsman
Director of Administrative Services	Security Officer
Manager, Printing & Duplicating Services	Registrar
Purchasing Agent	Associate Registrar
Director of Admissions	Assistant Registrar
Assistant Director of Admissions	Director of Residences
Director of Alumni	Assistant Directors of Residences
Assistant Director of Alumni	Secretary to Senate
Alumni Officer	Director of Student Services
Director of Athletics and Recreation	Coordinator, Counselling Services
Coordinator of Operations	Financial Counsellor
Coordinator of Campus Recreation	Student Counsellor
Coordinator of Intercollegiate Athletics	Chaplain
Supervisor of Facilities	Nurse
Marketing and Promotion Manager	Manager, Financial Services
Coordinator of Finance and Computer Operations	Accountant
Fitness and Instruction Coordinator	Accountant, Accounts Analysts
Front Desk Supervisor	Budget Control Officer
Physiotherapist	Payroll Services Supervisor
Sport Coaches	Payroll Clerk
Director of Computer Services	Manager of Campus Bookstore
Manager, User Services	Maintenance and Custodial Supervisors and Foremen
Manager, Systems and Operations	Non-Union Maintenance & Trades Personnel
Coordinator, Conferences & Special Events	Arena Manager
Director of Continuing Education	Arena Staff
Assistant Director, Continuing Education	Persons employed in the International Education Centre (except per LRB #2785 amended)
Manager, Non-Credit Courses	Persons employed in the China Project Office
Director of University Advancement	Persons employed in Atlantic Centre of Support for Disabled Students
Planned Giving Consultant	Grant Paid employees
Manager, Annual Fund Centre	
Special Assistant, Capital Campaign	
Director of Institutional Research & Analysis	
Institutional Researcher	

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.

NSGEU  
July 1, 2003 to June 30, 2006



Human Resources  
Saint Mary's University  
923 Robie Street,  
Halifax NS B3H 3C3

October 15th, 2004

**Letter of Agreement**

Jean Jessome, President  
Nova Scotia Government & General Employees Union  
100 Eileen Stubbs Avenue  
Dartmouth, NS, B3B 1Y6

Dear Ms Jessome,

Employees who are members of the bargaining unit on the day of signing this agreement shall each receive a one time payment of one hundred dollars (\$100).

Yours truly,



Kim Squires, CHRP  
Director, Human Resources

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