

First Collective Agreement

between

**Nova Scotia Government & General Employees Union
(Hereinafter referred to as the “Union”)**

and

**The Board of Governors
of St. Francis Xavier University
(Hereinafter referred to as the “Employer”)**

Effective July 1, 2010 to June 30, 2012

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PREAMBLE

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

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

Article 1 - Definitions

1.1 For the purposes of this Agreement:

- (a) "Union" means the Nova Scotia Government and General Employees Union.
- (b) "Employer" means the Board of Governors of St. Francis Xavier University.
- (c) "Employee" means a person employed within the bargaining unit as defined in Article 3.1 and who falls within one of the following groups:
 - (i) A "probationary Employee" is one who has been hired to occupy a full-time, part-time or sessional position within the bargaining unit and has not successfully completed the probationary period.
 - (ii) A "Regular full-time" Employee is one who is employed to work hours of work as defined in Article 16 on a permanent basis.
 - (iii) A "Regular part-time" Employee is one who is employed to work less than the hours per week as referenced in Article 16 on a permanent basis.
 - (iv) "Sessional" means an Employee who works full-time or part-time hours for less than twelve (12) months each year on a permanent basis. The non-working period each year is viewed as a temporary lay-off during which time the Employee shall continue to accumulate seniority. A mutually agreed condition of employment provides assurance of resumption of work in the same position.
 - (v) A "term" Employee is one who is not hired on a permanent basis but hired with a defined start and end date of four (4) weeks or more and not more than twenty-eight (28) months (except where extended by mutual agreement between the Employer and the Union). All provisions of the collective agreement apply to a term Employee except for:

Article 14 - Lay-off, Recall
Article 26 – Study Leave
Article 32 – Tuition Credit

The eligibility rules for the University pension plan and benefit plan will apply where appropriate.

- (vi) A “casual” employee is hired to work four (4) weeks or less and is not included in the bargaining unit. However, if a casual employee works more than four (4) weeks, then the casual employee’s status will change from casual to term Employee after the four (4) week mark.
- (d) A term position is a bargaining unit position temporarily vacated by an Employee due to a leave of absence not to exceed twenty-eight (28) months. The Employer may create a term position to cover fluctuations in workload not to exceed twelve (12) months. Term positions can be filled by a term Employee or a regular or sessional Employee. A term position can be extended if mutually agreed between the Union and Employer.
- (e) “Service” means the total, continuous employment with the Employer from the most recent date of hire.
- (f) “Partner/Spouse” means a person married to another person and, for the purposes of this Collective Agreement, includes a person living with another person in a conjugal relationship for a minimum of one year.
- (g) “Day” means a working day unless specified otherwise.
- (h) “Emergency” means not reasonable, foreseeable, and out of the ordinary.
- (i) “Probationary period” normally means the first six (6) months of employment of an Employee covered by the terms of this Agreement.
- (j) “Manager or Supervisor” means the person outside of the bargaining unit to whom an Employee reports.

1.2 Seniority

- (a) "Seniority" shall be defined in accordance with the following:
 - (i) Establishing Seniority as of December 1, 2009:

Seniority of Employees as of December 1, 2009 is defined as their length of continuous employment since their most recent date of hire by the Employer.
 - (ii) Accumulation of Seniority after December 1, 2009:

Seniority of Employees after December 1, 2009 is defined as their length of continuous employment in the bargaining unit.
 - (iii) Within thirty (30) days of the signing of this Agreement, the Employer shall prepare and provide a seniority list to The NSGEU executive. Employees will have thirty (30) calendar days to challenge his/her seniority date. If no written objection is received by the Employer, the

seniority date on the list shall be the Employee's seniority date for all purposes following the posting of the list.

- (b) An Employee shall lose seniority if the Employee:
 - (i) resigns;
 - (ii) is discharged and not reinstated by the grievance procedure;
 - (iii) retires;
 - (iv) because of illness or injury, is absent for a period in excess of twenty-eight (28) months;
 - (v) is laid off for a period in excess twelve of (12) months or fails to return to work following recall.
 - (vi) the Employee has been appointed in an acting capacity to a position excluded from the bargaining unit for a period in excess of twelve (12) months.
- (c) The Employer shall prepare and provide a seniority list to The NSGEU executive by January 31st of each year. Any discrepancies under this article must be reported to the Human Resource Office within thirty (30) calendar days of the posting of the seniority list.

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

Article 2 - Management Rights

- 2.1 All the functions, rights, power and authority which the Employer has not specifically abridged, deleted, or modified by this Collective Agreement are recognized by the Union as being retained by the Employer. Without limiting the generality of the following, these include:
 - (a) To operate and to manage the University and to direct the work force in accordance with its commitments and its responsibilities;
 - (b) To select, to hire, to transfer, to promote, to demote, to lay-off, to suspend, or to discharge an Employee for just cause, and to maintain order, discipline and efficiency;
 - (c) To establish standards and schedules of operation
- 2.2 The Employer shall exercise its rights in a reasonable manner that is consistent with the terms of this Agreement.
- 2.3 Cases of disagreement will be dealt with in accordance with Article 12 of this Agreement.

Article 3 - Recognition

- 3.1 The Employer recognizes the Union as the exclusive collective bargaining agent for members of the bargaining unit as defined by the Certification Order of the Nova Scotia Labour Relations Board (#LRB6307) dated December 01st, 2009 as amended, with respect to all matters properly arising under the terms of this Agreement and all amendments thereto.
- 3.2 No Employee within the bargaining unit shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3.3 Whenever a new position is created by the Employer, which the Employer deems to be included within the NSGEU, the Employer will provide written notification to the Employee Relations Officer for the NSGEU and the Local President within (30) days. Such notification will include an indication of the department to which the position has been assigned by the Employer. Within ten (10) days of receiving notification, the Employee Relations Officer may request further clarification or may request to meet with the Employer to discuss the classification of such new positions.

Either party may also request a meeting at any time to discuss inclusion/exclusion issues. A job description for the position will be provided to the Employee Relations Officer/Local President upon request.

In the event that the parties are unable to resolve any dispute in terms of inclusion/exclusion, either party may refer the matter to the Nova Scotia Labour Relations Board for resolution.

- 3.4 The Human Resources Department shall notify, in writing, the President of the Local of all new Employees occupying NSGEU positions within ten (10) working days of their hiring or a current Employee's relocation.
- 3.5 A member of the Local Executive shall be permitted time off with pay of up to fifteen (15) minutes to meet with new Employees.
- 3.6 The Employer agrees to supply each Employee in the bargaining unit with a copy of this Agreement as soon as possible after the signing date and also to supply one to each new Employee hired thereafter. The Employer and the Union will share equally the cost of printing such Collective Agreements.

Article 4 - No Discrimination or Harassment

- 4.1 In accordance with the Nova Scotia Human Rights Act, the parties to this agreement agree that there shall be no discrimination practiced with respect to any Employee by reason of race, creed, colour, age, ethnic, national or aboriginal origin, political or religious affiliation, belief, or practice, sex, sexual orientation, marital or family status, source of income, physical/mental disability, an irrational fear of contracting an illness or disease, or association with another individual or class of individuals having characteristics referred above, except as authorized under the Act.

- 4.2 In accordance with the Trade Union Act, the parties to this agreement agree that there shall be no discrimination practices with respect to any Employees by reason of membership, lack of membership or activity in the Union.
- 4.3 The Employer shall maintain a policy on harassment and discrimination covering personal, sexual and harassment based on the protected grounds as set out in the *Nova Scotia Human Rights Act*.

Article 5 - No Strikes or Lockouts

- 5.1 The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members or any of them who are governed by the provisions of this Agreement during the term of this Agreement.
- 5.2 The Employer agrees that there shall be no lockouts of the Employees during the term of this agreement.

Article 6 - Union Security/Check-Off

- 6.1 No Employee shall be required to join the Union as a condition of employment or as a condition to remain in the employ of the Employer.
- 6.2 All Employees who are members of the bargaining unit, whether or not they wish to be a member of the Union, will have to pay Union dues as levied by the Union.
- 6.3 The Union Head Office shall advise the Employer in writing of any changes in the aforesaid deductions before changes are implemented.
- 6.4 The Employer shall deduct from the pay of each Employee covered by this Agreement, all Union dues. Deductions shall be made at source from each pay period and shall be forwarded to the Treasurer of the Union not later than the (15th) day of the next calendar month, accompanied by an itemized list of applicable Employee names.
- 6.5 The Employer shall provide the following bargaining unit data to the Union in January each year: employee name, department, position title, classification level (if applicable), employment status (e.g. Leave of absence start/end dates), and dates of hire.

Article 7 – Union Representation

- 7.1 The Employee Relations Officer for the Union shall have access to Employer premises (on a cost recovery basis if applicable) to meet with members or to discuss Union business with the Employer following notification to the Director, Human Resources or designate. Such access shall not interfere with the progress of work or the operations of the University.
- 7.2 The Employer and the Union recognize the importance of the officer's and steward's role in assisting the Employer's Representative and the Union members in carrying out the provisions of the Agreement. It is, therefore, agreed that the Union may appoint officers

and stewards from members of the bargaining unit.

- 7.3 It is understood that the officer's and steward's duties shall in no way conflict with their Employer duties. They shall be allowed reasonable time off during working hours without loss of pay to assist Employees in processing grievances or other workplace concerns. Normally, these meetings will not take more than one hour. Officers or stewards will not absent themselves from their regular duties to deal with grievances or other workplace concerns without first obtaining permission from their manager or supervisor. When resuming their duties, they shall report to their manager or supervisor.

An Employee shall have reasonable time off during working hours without loss of pay to consult with a Union officer or Steward. The Employee will not absent themselves from their regular duties without first obtaining permission from their manager or supervisor. When resuming their duties, they shall report to their manager or supervisor.

- 7.4 The Employer agrees to allow the Local Executive to meet within regular working hours without suffering loss of pay for up to one hour per month. The meeting hour must be approved in advance by the Employee's manager or supervisor.
- 7.5 The Union Local agrees to keep the Employer informed of its current list of officers and stewards, and shall within fifteen (15) days of any change, deliver the names, addresses, and telephone numbers to the Director, Human Resources, or designate.
- 7.6 Where operational requirements permit, and on reasonable notice, the Employer shall grant leave with pay for two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer.
- 7.7 The Employer agrees to provide space for a monthly meeting of the Local (if available and on a cost recovery basis if applicable). The Employer further agrees to allow all members of the Local a common meeting time over a lunch hour (either 12:00 to 1:00 p.m. or 1:00 p.m. to 2:00 p.m.) to attend such meetings.
- 7.8 The Employer shall provide visible bulletin board space, and permit the Local to use the University email system (NSGEU email distribution list) for the posting of notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs. The University reserves the right to monitor, disable or manage access to all University owned technology.

Article 8 – Time off for Union Business

- 8.1 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without pay to Employees for the purpose of conducting Union business not to normally exceed more than 10 working days per year. Such permission shall not be unreasonably withheld.
- 8.2 (a) An Employee elected or appointed as President of the Nova Scotia Government and General Employees Union may 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.

- (b) Upon expiration of the Employee's term of office, the Employee shall be reinstated in the position held immediately prior to the commencement of leave, or in another position, as per applicable provisions of the Collective Agreement, with not less than same wages and benefits. Notwithstanding any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.

Article 9 - Probationary Period

- 9.1 All new Regular Employees shall be regarded as probationary Employees for the first six (6) months of employment. The six (6) month probationary period may be extended up to an additional three (3) months by mutual agreement of the parties. Employees hired for a term of less than one (1) year shall serve a probationary period less than six (6) months which may be extended by mutual agreement of the parties. It is recognized, that a probationary Employee is serving a trial period to determine competence and suitability for a particular position and may be terminated if, in the Employer's judgment, she does not meet reasonable standards established by the Employer.
- 9.2 Half way through the Employee's probationary period, the Manager or Supervisor shall review the Employee's performance. A copy of the interim Probationary Review Form will be provided to the Employee and copied to Human Resources for the Employee's personnel file. At the end of a probationary period, the Employee's work performance shall be formally reviewed by the Manager or Supervisor and provided to the Employee in writing at that time.
- 9.3 A probationary Employee shall be entitled to all rights and privileges of the Collective Agreement.
- 9.4 A probationary Employee whose employment is terminated by the Employer for reasons other than willful misconduct, disobedience or neglect of duty shall be given a minimum of one (1) week prior notice of such termination, or payment in lieu thereof.

Article 10 - Discipline, Suspension and Discharge

- 10.1 No Employee shall be disciplined or discharged except for just cause. Notice of discharge shall be consistent with the provisions of Article 10.8.
- 10.2 A Union representative must be present at a meeting with management where the Employer expects to be seeking information from the Employee that could lead to disciplinary action against the Employee. Arrangements for the attendance of a Union representative at such meetings shall be made in accordance with Article 7.3.
- 10.3 When an Employee has been disciplined or discharged, the Employee shall be notified in writing stating the reasons therefore within three (3) working days of the discipline or discharge. A copy of the disciplinary action will be forwarded to the President of the Local and to the NSGEU Employee Relations Officer.

- 10.4 Where an Employee alleges that she has been suspended or discharged in violation of Article 10.1, a grievance may be filed at Step Two of the grievance procedure.
- 10.5 Where it is determined that an Employee has been disciplined or discharged without just cause, all records held by Human Resources and the Employee's department dealing with such discipline or discharge shall be removed from the files and destroyed. References if any, to such discipline or discharge on documents required for bona fide administrative purposes shall not be released to unauthorized persons and under no circumstances shall be used to the disadvantage of the Employee concerned.
- 10.6 There shall be an official personnel file maintained in Human Resources. An Employee may have access to their personnel file in the presence of the Director, Human Resources or appointed designate. The Union may be provided with a copy of an Employee's personnel file provided written authorization has been given by the Employee. Managers or Supervisors reserve the right to maintain a working file on each Employee within his/her area of responsibility.
- 10.7 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document not in the official personnel file of an Employee at the time of filing.
- 10.8 Notice of disciplinary actions placed on an Employee's official personnel file regarding minor infractions or performance related concerns will not be valid after twenty-four (24) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 10.9 If notice of termination has been given in accordance with this article, the Employer shall pay the Employee all pay to which s/he is entitled at the expiry of the period of notice.

Article 11 - Job Posting

- 11.1 All term, permanent or new vacancies shall be posted by the Employer for at least five (5) working days prior to the expiry date specified. The postings shall be sent online to the staff listserv, HR job postings site and other external media as appropriate.

Information on the posting will include:

- position title and classification
- hours of work and/or shift schedule
- salary range
- functional summary
- required education and designations
- required experience and core skills sets
- other qualifying skills and/or abilities which are pertinent to the job
- posting date and expiry date of posting.

The Employer shall supply a copy of all postings to the Union.

- 11.2 The Employer wants to attract the best qualified candidates for all positions. Both parties agree that the interests of the Employer are better served by providing current Employees with opportunities for promotion and career progression. Therefore, external

applications will not be considered until after bargaining unit members who meet the posted job qualifications are considered.

- 11.3 (a) Interviews will only be offered to the top three (3) applicants for each open position with the most seniority and who meet the required education, skills and experience levels for the position, as per the job posting.
- (b) Among competing internal applicants for a posted vacancy the Employer shall consider education, experience and past documented performance, relevant to the requirements of the job posting. Where the applicants are equally qualified, the most senior Employee shall be offered the position first.
- (c) Where an internal Employee is a successful candidate for a job vacancy or new position carrying the same or higher classification, there shall be no decrease in salary as a result of the move.
- (d) If selected for a term position, a regular full-time or part-time Employee shall maintain their regular status and have the right to return, at the expiry of the term assignment, to their former position in their same classification, pay level and hours of work.
- 11.4 Following interviews, where an Employee has not been offered the position, the Employee shall be notified within five (5) working days of the decision. Upon request, the Employee may meet with Human Resources to be provided feedback. The Employee may request Union representation be present.
- 11.5 In the event that internal candidates do not possess the required education, skills, experience and past documented job performance, external candidates will be considered.
- 11.6 (a) A permanent Employee who accepts a term or permanent position in the bargaining unit shall serve a thirty (30) day trial period in the position. During this period, should the Employee's performance not be satisfactory, or if the Employee wants to return to his/her former position, the Employee will return to their former bargaining unit position at the same classification, pay and hours of work.
- (b) In the event that 11.6 (a) is exercised by the Employee, the Employer will award the position to the next most senior qualified applicant. However, in the event that 11.6 (a) is exercised by the Employer, the Employer may, at its discretion consider external candidates.
- 11.7 When a vacancy is not filled, and where the position is not under active recruitment for a period of two (2) months following the expiry date of the posting, the position shall be reposted as per Article 11.1. If a position is to be abolished or the posting deferred, the Employer will inform the Union in writing of its decision.

Article 12 - Grievance and Arbitration Procedure

12.1 Grievance Procedure – Individual or Group Grievance

- (a) For the purpose of this Agreement, a grievance is defined as a disagreement between the parties relating to the interpretation, application or administration of this Agreement or Employer policy, or as an alleged violation of a specific article or section of this Agreement.

No grievance shall be processed through the grievance procedure which is not initiated by the grievor within fifteen (15) working days after the incident giving rise to the grievance, except where the Employee is not aware of the incident giving rise to the grievance, in which event the grievance must be initiated within fifteen (15) working days after the affected Employee becomes aware of the incident giving rise to the grievance.

- (b) INFORMAL PROCEDURE

An Employee who feels they may have a grievance shall first discuss the matter with the first line of supervision outside of the bargaining unit. The Employee may have the assistance of a steward in presenting the matter if they so wish. The manager or supervisor shall respond to the grievance within three (3) working days of the Employee's presentation of the matter.

- (c) FORMAL GRIEVANCE PROCEDURE

STEP ONE:

Where the Employee finds that the informal procedure as described in Section 12.1 (b) does not resolve the matter, or if the manager or supervisor has not responded within the time limits of the informal procedure, the Employee shall present their formal grievance, in writing, to the Director or department head with a copy to the manager or supervisor and to the Director, Human Resources within five (5) working days from the date of the informal discussion under Section 12.1. The Director or department head shall reply in writing to the Union representative and Employee, with a copy to the Director, Human Resources and to the manager or supervisor no later than five (5) working days after receiving the written formal grievance.

STEP TWO:

If the grievance is not resolved at Step One, the grievance may be submitted in writing to the Director, Human Resources within five (5) working days of the time a decision under Step 1 was or should have been received. The Director, Human Resources shall meet with the Union representative and the grievor within five (5) working days after the written response of the Director or department head was received. The Director, Human Resources shall reply in writing within (5) working days.

FINAL STAGE:

If a satisfactory resolution of the grievance is not reached as a result of the meeting provided in Step Two, either the Employer or the Union, by written notice

served on the other party, may submit the grievance to arbitration in accordance with the arbitration procedures outlined herein.

12.2 Grievance Procedure – Policy Grievance

The Employer may file a grievance or the Union may file a policy grievance by submitting it in writing to the President of the Union Local or, if a Union Policy Grievance, to the Director, Human Resources, within twenty (20) working days of the occurrence of the event giving rise to the grievance. The President of the Union Local or, if a Union Policy Grievance, the Director, Human Resources shall respond in writing within twenty (20) days of receiving the grievance.

12.3 Arbitration Procedure

- (a) Either of the parties may, after exhausting the grievance procedure, notify the other party within twenty (20) working days of the receipt of the reply at Step 2 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the Trade Union Act and this Agreement.
- (b) In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.
- (c) If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within seven (7) working days of notice of arbitration, either party may request the Minister of Labour and Workforce Development for Nova Scotia to appoint an arbitrator.
- (d) If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within seven (7) working days of notice of arbitration. Should the appointed members fail to agree upon the appointment of a chair within five (5) working days of their appointment, the Minister of Labour and Workforce Development for Nova Scotia shall appoint the chair.
- (e) The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of thirty (30) working days from the appointment of the chair or single arbitrator.
- (f) Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an Employee.
- (g) Each party shall pay the fees and expenses of its appointed member and one-half the fees and expenses of the chair or single arbitrator.
- (h) The arbitrator or the arbitration board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the Arbitration with notice to the other affected party.

12.4 Grievance and Arbitration Time Limits

- (a) The parties agree that a step in the grievance procedure may be waived, upon mutual agreement, if the step does not apply in the particular situation under review. The parties further agree that the time limits in the grievance and/or arbitration procedures may be altered or waived by mutual consent of the parties.
- (b) The time limit for the initial submission of the written grievance is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 1 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

Article 13 - Labour Management Committee

- 13.1 The parties agree to implement and continue a joint Labour Management Committee for the purpose of facilitating communication on matters of labour relations, excluding grievances. The Labour Management Committee shall consist of not more than four (4) representatives each from the Employer and the Union, including the Employee Relations Officer, and shall meet at least three (3) times per year, and on such other occasions as may be deemed necessary. Such meetings shall be held during working hours with minimum impact on the operations of the department. Employees in attendance shall not suffer any loss of pay for such attendance at Committee meetings.
- 13.2 Requests for meetings may be made by either party by submitting an agenda at least five (5) working days in advance of the requested meeting. Attendees will also be confirmed by each party, in advance of each meeting.

Article 14 - Lay-off and Recall

- 14.1 Employees can be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function. Throughout the following articles, the use of the word "lay-off" does not refer to "seasonal summer lay offs".

In the event of lay-offs, Employees shall be laid off in the reverse order of their seniority providing the senior Employees have the necessary qualifications, skills and experience for the position and is qualified to perform the remaining work following a reasonable familiarization period.

- 14.2 The Employer shall advise the Union as soon as reasonably possible of departmental reorganization that impacts the job functions and/or the job security of bargaining unit members in order to review the reasons for the change, the impact of the change, and the options available to the affected Employee(s).

The Employer will also advise the Union as soon as reasonably possible of the elimination of vacated bargaining unit positions.

Notice of lay-off shall be supplied concurrently to the Employee and the Union. In the event of lay-off of five (5) or more Employees in a single department, the Employer shall give the Union not less than thirty (30) working days' notice.

- 14.3 The Employer agrees to provide any Employee who is to be laid-off with the following notice, or pay in lieu of notice as follows:
- (a) Twenty (20) working days' notice in writing to the Employee, if the Employee has less than ten (10) years of service.
 - (b) Forty (40) working days' notice in writing to the Employee, if the Employee has ten (10) or more years of service.
- 14.4 The Employee who has received notice of lay-off shall, within five (5) working days of receipt of such notice respond to Human Resources indicating her preference for placement/displacement, or recall. The Employee shall be made aware of what is available in the options at the time they are issued their notice. The Employee indicating a preference for placement/displacement must have the necessary qualifications, skills, and experience for the position and is qualified to perform the work following a reasonable familiarization period. It is agreed that criteria above will be determined by the Employer according to objective standards reflecting the functions of the job concerned.

In the event a junior Employee is displaced, it is understood that she shall receive notice of lay-off.

- 14.5 The Employer shall give notice of lay-off that indicates options available for placement in a vacancy, displacement, or lay-off and recall.

Where an Employee has received notice of lay-off, the Employee has the right to be placed in a position in the following ranked order:

- (a) A vacancy in any similar position for which the Employee is qualified;
- (b) If no position is available under (a), the Employee shall displace the most junior Employee in a similar position;
- (c) If no option is available under (b), the Employee may displace the most junior Employee at a lower salary level.

A term position filled with a term Employee shall be considered a vacant position.

The Employee may exercise the next option above if the selection of the previous option would result in a lower full-time equivalency, term position, or lower rate of pay.

At any point in the process, the Employee can opt to go on the recall list.

- 14.6 Employees who have been given notice of lay-off shall be eligible upon request for reasonable training at the Employer's expense to develop their job skills if the provision of such training would assist in their re-employment or relocation and can be completed during the notice period of lay-off. Such a request shall not be unreasonably denied even

though such training program or course may extend beyond the final date of the notice period of lay-off, with the understanding that, under normal circumstances, salary and benefits shall not continue beyond the final date of the notice period of lay-off. Tuition shall be waived for any such reasonable training that is approved by the Employer. This shall not prevent the Employee from proposing a cost sharing arrangement with the Employer if they are requesting training that goes beyond a reasonable amount of training.

- 14.7 An Employee's name shall be placed on the recall list for twelve (12) months beginning the day after the expiry of their notice of layoff, if they choose that option, or if there are no continued employment options available to the Employee. Recall to a vacant position shall be in order of seniority, providing the Employee has the necessary qualifications, skills and experience for the position and is qualified to perform the work following a reasonable familiarization period. It is agreed that qualifications will be determined by the Employer according to objective standards reflecting the functions of the job concerned. However, an Employee, regardless of seniority, has the right to be returned to their own position, should the same become available throughout the recall period.
- 14.8 The seniority of an Employee shall be forfeited when an Employee, upon notice of recall, fails to return to work following recall within five (5) working days, if unemployed, and ten (10) working days, if employed; or is laid off for a period in excess of twelve (12) months. The Employee shall not lose recall rights if they refuse a vacancy during the recall period that is at a lower level, a position with a lower full-time equivalency, or a term position. Notification of recall shall be in writing and be forwarded by registered mail to the Employee's last known address on file with Human Resources. It is the responsibility of the Employee to keep the Employer informed of their current mailing address.
- 14.9 An Employee on layoff notice or at the expiry of an Employee's recall rights shall be entitled to severance pay equivalent to
- (a) Five (5) working days' pay to the Employee, if the Employee has two (2) years or less service;
 - (b) Ten (10) working days' pay to the Employee, if the Employee has five (5) years or less service but more than two (2) years of service.;
 - (c) Twenty (20) working days' pay to the Employee, if the Employee has five (5) years or more but less than ten (10) years of service.
 - (d) Forty (40) working days' pay to the Employee, if the Employee has ten (10) or more years of service.
 - (e) In the event the Employee becomes employed while on lay-off notice and before the expiry of an Employee's recall rights, the severance pay shall be pro-rated for the period up to the date of new employment.

Article 15 – Contracting Out or Work outside the Bargaining Unit

- 15.1 The Employer agrees that no person, either with a contractor or outside the bargaining unit, will perform duties normally performed by bargaining unit members that will result in a lay-off or reduction in hours of work of bargaining unit members, or result in the elimination of a bargaining unit position.

Article 16 - Hours of Work

- 16.1 The hours of work for full time Employees as of the date of signing of this Agreement shall continue for the duration of this agreement unless agreed to by the Labour Management Committee.

The work hours existing as of date of signing of this Agreement shall be one (1) of the following:

- (a) Six and one-half (6.5) hours a day, thirty two and one-half (32.5) hours a week; or
 - (b) Seven (7) hours a day, thirty five (35) hours a week; or
 - (c) Seven and one half (7.5) hours a day, thirty seven and one half (37.5) hours per week; or
 - (d) Eight (8) hours a day, forty (40) hours per week.
- 16.2 Daily hours of work shall be exclusive of unpaid meal periods but inclusive of paid break periods. Employees are entitled to two (2) fifteen (15) minute paid break periods throughout the work day. 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.
- 16.3 Full-time Employees may work flexible hours provided operational requirements permit and the provision of services is not adversely affected. The request shall be made to and approved by the Manager or Supervisor. A Manager or Supervisor may request an Employee work flexible hours of work if the Employee is agreeable.
- 16.4 The hours of work for part time Employees as of the date of signing of this Agreement shall continue for the duration of this collective agreement. Paid break periods provided for in Article 16.2 will be calculated on a pro-rata basis.

Article 17– Overtime, Stand-by and Callback

- 17.1 Overtime means all work outside of an Employee's regularly scheduled work day that is approved in advance by the Manager or Supervisor. The Employer agrees to give a minimum of one (1) hour's advance notice of overtime as circumstances permit. In all circumstances where overtime stand-by or call back work is requested of an Employee, the Employee may refuse such work for exceptional personal circumstances.
- 17.2 Taking into account operational requirements, the Employer will grant compensation for overtime hours worked in equivalent time off at the applicable rate. If a mutually-agreed time cannot be determined within ten (10) working days of the overtime worked, pay will then be approved by the Manager or Supervisor.

- 17.3 (a) An Employee who is required to work overtime fifteen (15) minutes beyond the Employee's normal daily hours of work shall be compensated at the rate of time and one half (1 ½) the normal hourly rate of pay for all such overtime work. In computing overtime compensation, a period of fifteen (15) minutes or less shall be counted and paid as one complete quarter hour. Overtime compensation shall be based on the rate of pay in effect at the time the overtime is worked. Employees shall be paid two times (2 x) his/her normal hourly rate of pay for all overtime worked on an Employee's subsequent day of rest. When an Employee who is asked to work overtime on the Employee's first day of rest chooses to work on their subsequent day of rest, she shall be paid at the rate of time and one half (1 ½) the normal hourly rate of pay.
- (b) Overtime will be assigned on a rotating basis from the names appearing on a departmental seniority list. If the most senior Employee refuses the overtime, the work will be offered to the next name on the list;
- (c) Where the overtime work is work that is a continuation of work being performed during regular working hours, or work normally performed by a particular Employee, such work shall be assigned to the Employee normally performing such work;
- (d) Where the Employer is unable to have the work performed in accordance with (b) and (c) above, the Employer may designate an Employee to do the work in reverse order of seniority.
- 17.4 An Employee, who is required to work a minimum of three (3) hours' overtime following her scheduled hours of work and where it is not practical for her to enjoy her usual meal break before commencing such work, shall be granted thirty (30) minutes with pay as a meal period and shall be provided with a ten (10) dollar meal allowance. When overtime work prevents the taking of the meal break, the Employee shall be credited with thirty (30) minutes of pay at the overtime rate and provided with a meal provided with a ten (10) dollar meal allowance.
- 17.5 The Employer shall not require an Employee to work an unreasonable amount of overtime against his/her wishes.
- 17.6 Stand-By
- (a) Employees who are required by the Employer to stand-by shall receive stand-by pay in the amount of twelve dollars (\$12.00) for each stand-by period of eight (8) hours or less. Stand-by pay shall apply where an Employee is assigned to carry a cell phone or other electronic messaging device or be available at a known telephone number for a stand-by period assigned by a Manager or Supervisor.
- (b) No compensation shall be granted for the total period of stand-by if the Employee is unable to report for duty when required.

17.7 Call Back

- (a) When an Employee is called back and reports for work after leaving their place of work for the day, and such recall has not been scheduled prior to leaving work, the Employee shall be compensated a minimum of four (4) hours pay at his/her straight time rate for the period worked or the applicable overtime for the hours worked, whichever is greater.
- (b) When an Employee is called at home by the Employer, outside their scheduled working hours, and is required to perform a service for the University from home, they will be paid at the applicable overtime rate for the hours required to perform the work, for a minimum of thirty (30) minutes at the applicable overtime rate.

17.8 Employees may occasionally be requested to work when the University is closed. All Employees required to work on days when the University is closed will be compensated at the rate of time and one-half (1 ½) the normal hourly rate for all hours worked.

Article 18 - Sick Leave

- 18.1 Sick leave is intended as a form of insurance to compensate Employees for loss of earnings due to illness or injury, which prevents the Employee from performing work for the Employer.
- 18.2 Sick leave covers absence due to illness or injury. Sick leave also includes scheduled professional examination and treatment by a qualified physician, dentist or medical specialist.
- 18.3 All Employees shall accumulate paid sick leave at the rate of one and one-half (1 1/2) days for every month an Employee is employed to a maximum of seventy-five days (75 days).
- 18.4 An Employee who is or who will be off on sick leave must notify his or her manager or supervisor or department, as soon as the Employee is aware that such absence will be required. Employees must indicate the expected duration of the absence, if known. Any change in the information provided must be communicated to the manager or supervisor as soon as the Employee is aware of the change.
- 18.5 The Employer may require an Employee to provide a medical statement from a qualified physician for sick leave longer than four (4) consecutive days.
- 18.6 Where an Employee's sick leave is frequent or there is a pattern of absences, the Employer may require an Employee to provide a medical statement from a qualified physician. An Employee may also be required to undergo, without cost to him/her, medical examination(s) by a physician(s) of the Employer's choice.
- 18.7 Prior to an Employee's return to work from medically-related absence for a major illness or injury, the Employer may require the Employee to provide a medical statement from a qualified physician or specialist, confirming the Employee's ability to return to work and describing any continuing job-related symptoms or limitations on the Employee's fitness

to perform his or her job responsibilities. The Employer may require a sufficient review period in order to assess any workplace accommodations which may be required.

- 18.8 Where the Employer requests a medical statement from an Employee, the Employer shall reimburse the Employee for the cost provided a receipt is provided.
- 18.9 When an Employee reports for work following extended sick leave of up to twenty-eight (28) months, they shall resume work in the same or comparable position to that which they held prior to the commencement of their sick leave, provided a minimum of two (2) weeks advance notice of their return is given.

Article 19 - Holidays

- 19.1 Paid holidays shall be observed on the following days:

New Year's Day
First Monday of University student mid-term break week
Good Friday
Victoria Day
Canada Day
1st Monday in August
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

If any of the holidays listed above occurs during the weekend, the Employer shall declare a day as a holiday, in lieu thereof.

- 19.2 All permanent full-time members of the bargaining unit are entitled to all paid holidays. For purposes of compensation a one- day holiday shall be equal to the Employees daily hours (i.e.) six and one-half hours (6 ½), seven and one-half hours (7 ½), etc.
- 19.3 Part time Employees are entitled to time off for paid holidays on a prorata basis according to their regularly scheduled hours. In the case of a full day holiday, entitlement would be 1/5 of their regularly scheduled weekly hours.
- 19.4 Recurring sessional Employees are entitled to paid holidays during the period they are actively employed on the same basis as regular staff.
- 19.5 Where a day is a paid holiday for an Employee as defined in Article 19.1 falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 19.6 Where an Employee is scheduled to work on a paid holiday as defined above, payments should be in accordance with NS Labour standards code.

Article 20 - Vacations

20.1 An Employee's annual vacation entitlement shall be as follows:

- (a) Employees with less than three (3) years of service shall be granted 1 ¼ days per month to a total of fifteen (15) days, including five (5) working days at Christmas unless operationally prohibited.
- (b) Employees with three (3) or more years of service shall be granted 1 2/3 days per month to a total of twenty (20) days, including five (5) working days at Christmas unless operationally prohibited.
- (c) Employees with more than fifteen (15) years of service shall be granted 2 1/12 days per month to a total of twenty five (25) days, including five (5) working days at Christmas unless operationally prohibited.
- (d) Employees with twenty-five (25) years of service shall be granted 2.5 day per month to a total of thirty (30) days, including five (5) working days at Christmas unless operationally prohibited.

All term Employees of less than 12 months in duration are not entitled to paid vacation time; however, they will receive vacation pay as provided for by the NS Labour Standards Code.

Except as otherwise provided in this collective agreement, vacation leave entitlement shall be used within the year in which it is earned.

An Employee whose anniversary date falls within the vacation year in which the Employee is eligible to receive an additional weeks' vacation, the Employee is entitled to take the applicable additional vacation in the following year.

For the purposes of this Article day shall mean the daily hours of work for an Employee in accordance with Article 16.

20.2 The vacation year shall be from July 1 to June 30 inclusive.

- 20.3
- (a) In order to exercise seniority for choice of vacation dates, an Employee shall advise the Employer in writing of her vacation preference for the upcoming vacation year before May 15. The Employer will respond in writing by June 15 indicating whether or not the Employee's vacation requested is authorized. Preference of vacation schedule shall be given to those Employees' with greater seniority.
 - (b) Subject to operational requirements of the service, the Employer shall make every reasonable effort to ensure that an Employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the Employee's written request, the Employer shall give the reason for the disapproval.
 - (c) Where an Employee has not submitted her vacation request in accordance with Article 20.3 or is unable to take her vacation during the period in which it was

scheduled to be taken, such Employee may make written request to schedule vacation on a first come, first served basis.

- 20.4 Vacation entitlement must be taken in the vacation year in which it becomes due, and there shall be no carry over or banking of vacation time except as approved in writing by an Employee's Manager or Supervisor, such approval to be given only in exceptional circumstances. There will be no payout of vacation accrual, or pay in lieu of vacation entitlement not used, under any circumstances.
- 20.5 (a) Employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.
- (b) If an Employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate, the Employee shall be granted sick leave and the Employee's vacation credit shall be restored to the extent of the sick leave.
- 20.6 (a) All Sessional Employees receive vacation pay in their bi-weekly cheques and not paid vacation time. Those who have three (3) years service or less shall receive vacation pay of 1.8 % of their gross income in their bi-weekly cheques. All Sessional Employees who have more that three (3) years service shall receive 3.7% of their gross income in their bi-weekly cheques. All Sessional Employees who have more that fifteen (15) years service shall receive 9.6% of their gross income in their bi-weekly cheques.
- (b) All Sessional Employees will be paid for a week's vacation time during the University's Christmas break plus holidays as referred to Article 19.
- (c) Any sessional Employee as of the date of signing of this Agreement who has vacation pay entitlement that is more than Article 20.6 (a) shall continue to receive the vacation pay while they are employed as a sessional Employee.
- 20.7 An Employee, terminating his/her employment shall be entitled to payment of salary or wages in lieu of any accumulated but unused vacation time.

Article 21 - Leaves of Absence Without Pay

- 21.1 Subject to the needs of the University, an Employee may be granted an unpaid leave of absence normally for a period of up to one year in length, upon the approval of his or her manager or supervisor in consultation with Human Resources. During the period of leave, the Employee's position will be held open until he or she returns. These leaves cannot be requested when the Employee is offered a permanent position within another area of the University.
- 21.2 Employees may request such leave in writing to their manager or supervisor. The written request must contain the proposed start and end dates of the leave and the reason for the leave request. The proposal will then be reviewed by the manager or supervisor in consultation with Human Resources and the manager or supervisor will respond in writing (copy to Human Resources) with the decision.

- 21.3 Employees may continue benefit coverage in accordance with the eligibility rules of each benefit. Arrangements for payment for the continuance of the coverage must be made in advance of the leave through Human Resources.
- 21.4 It is compulsory for Employees holding sessional positions to continue benefit coverage during their sessional leave in accordance with the eligibility rules of each benefit.
- 21.5 An Employee, while on leave of absence may not change the approved dates of the leave without prior approval of the Manager or Supervisor and the Director, Human Resources.

Article 22 - Bereavement Leave

- 22.1 In the event of the death of a spouse, son or daughter, father, mother, brother, sister, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any family member living with the Employee, the Employee shall be entitled to a leave of absence with pay of not more than five (5) working days taken at the time of death. The Employer may extend this leave if extenuating circumstances prevail.
- 22.2 In the event of the death of a grandparent, grandchild, sister/brother-in-law, aunt/uncle, first cousin, nephew/niece, the Employee shall be entitled to a leave of absence with pay of not more than one (1) day taken at the time of death. The Employer, however, may extend this leave if extenuating circumstances prevail.
- 22.3 If death occurs during an Employee's vacation or sick leave, the bereavement leave to which he is entitled as provided for in paragraphs above, will be counted as such and said days will be added to his vacation or sick leave.

Article 23 – Personal Days

- 23.1 Employees shall be entitled to up to five (5) days per vacation year to attend to personal matters. Employees will not be required to provide reasons for the paid leave, but are required to inform their Manager or Supervisor as soon as the Employees are aware that they will require time off. These days do not accumulate and do not roll forward from one vacation year to the next.

Article 24 – Compassionate Care Leave

- 24.1 Employees shall be entitled to compassionate care leave in accordance with the *NS Labour Standards Code*.

Article 25 – Pregnancy, Parental and Adoption Leave

- 25.1 Leave for Birth or Adoption of a Child

On the birth or adoption of a child, the parent who has not applied for pregnancy leave

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

25.2 Pregnancy Leave

- (a) The Employer shall not terminate the employment of an Employee because of her pregnancy.
- (b) A pregnant Employee, who has been employed with the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended by the Employee provided that the Employee provides at least four (4) weeks notice of the change.
- (g) An Employee shall not provide the Employer with less than four (4) weeks' notice of the date the Employee will return to work on completion of the pregnancy leave. Such notice may be amended by the Employee provided that the Employee provides at least four (4) weeks' notice of the change.
- (h) Where notice as required under Article 25.2 (f) or (g) 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.
- (i) Where an Employee reports for work upon the expiration of the period referred to in Article 25.2 (e), the Employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave. Where the position no longer exists, the provisions of Article 14 shall apply.

- (j) While an Employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (k) While on pregnancy leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. Regular vacation leave is accrued during pregnancy leave.
- (l) 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 25.2 (b), may be granted sick leave in accordance with the provisions of Article 18.
- (m) Pregnancy/Birth Leave Allowance
 - (i) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act and Regulations, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
 - (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to ninety-five per cent (95%) of her weekly rate of pay for each week of the two (2) week waiting period;
 - (2) Up to a maximum of fifteen (15) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary.
 - (iii) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
 - (iv) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada.

25.3 Parental/Adoption Leave

- (a) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.
- (b) An Employee who has been employed with the Employer for at least one (1)

year, and who becomes a parent for one or more children through the birth of the child or children or placement of a child or children within the home through an adoption process is entitled to an unpaid leave of absence of up to fifty-two (52) weeks.

- (c) Where an Employee takes pregnancy leave pursuant to Article 25.2 and the Employee's new born 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 25.2, 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 not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.
- (e) Notwithstanding Article 25.3 (c) or (d), where an Employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began or, where that position is not available, the provisions of Article 14 shall apply. The Employee is entitled to only one (1) interruption and deferral of each parental leave.
- (f) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will begin parental leave.
- (g) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will return to work upon completion of the parental leave.
- (h) Where an Employee reports for work upon the expiration of the period referred to in Article 25.3 (b), the Employee shall resume work in the same position she held prior to the commencement of the parental leave. If the position no longer exists, the provisions of Article 14 shall apply.
- (i) While on parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. Regular vacation leave is accrued during parental leave paid top-up period Article 25.4.
- (j) While an Employee is on parental leave during the ten (10) week top-up period, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of parental leave.
- (k) The Employer shall notify the Employee of the option and the date beyond which the option referred to in Article 25.3 (j) may no longer be exercised at least fourteen (14) calendar days prior to the last day on which the option could be exercised to avoid an interruption of benefits.

- (l) Where the Employee opts in writing to maintain the benefit plans referred to in Article 25.7 (j), and where applicable, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

25.4 Parental and Adoption Leave Allowance

- (a) Employees who take pregnancy leave and continue on to take parental leave will be eligible to receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary to a maximum of ten (10) additional weeks.
- (b) An Employee entitled to parental leave for the purpose of adoption, or a spouse entitled to parental leave, under the provisions of this Agreement, and who provides the Employer with proof that she/he has applied for, and is eligible to receive Employment Insurance shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (c) In respect to the period of parental leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where an Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to ninety-five per cent (95%) of normal salary for the two (2) week waiting period;
 - (ii) For up to a maximum of eight (8) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada.

Article 26 – Study Leave

26.1 Study Leave

- (a) The Employer may grant an eligible Employee a paid leave of absence of up to twelve (12) months to participate in post secondary education study or project experience. Such study or project work must directly complement the Employee's job responsibilities at the University.
- (b) Employees are considered eligible if:
 - for an initial application, they have completed a minimum of five years continuous service.

- for a second or subsequent application, they have completed six years of continuous service since the last period of study leave.
- (c) The application should result from annual work planning within a department and be made not less than six (6) months prior to the start of the leave and must be in writing to the senior administrator responsible for the department in which the applicant is employed. The application must specify the course of study or project which will be undertaken and the period of leave which is being requested. The written agreement of the Manager or Supervisor must accompany the application. The senior manager for the area will submit a written recommendation for the application to the Human Resources Department. Human Resources will respond to the Manager or Supervisor, who will in turn respond to the Employee with the Employer's decision.
- (d) Earned salary adjustments, seniority and service, full pension and insurance benefits will be maintained while an Employee is on study leave.
- (e) The salary support provided for the study leave will be one hundred percent (100%). For one year of study leave, the Employee must commit to two (2) years of service with the Employer after completion of the study leave. For periods of less than one year, the Employee must commit to twice the number of months of service as the study leave after completion of the study leave.
- (f) The Employee shall, prior to receiving permission for study leave, acknowledge the obligation to pay back their salary to the Employer, on a pro rata basis, in the event that the service requirement is not completed.

Article 27 - Court Leave

- 27.1 An Employee served with a legal document requiring appearance as a witness during court proceedings or other hearings required by law or to serve jury duty shall be given leave with pay to carry out such duties.
- 27.2 The Employer may require the Employee to furnish the document which requires appearance as a witness or summons requiring appearance before making any payment under this Article.
- 27.3 Notice of such leave will be submitted to the Employee's manager with as much advance notice as possible.
- 27.4 An Employee who is required by law to serve jury duty or appear as a witness in court proceedings shall be entitled to retain any per diem monies received as reimbursement for expenses incurred during the course of this service.

Article 28 – Job Descriptions and Assignment of Duties

- 28.1 Job Descriptions and Assignment of Duties
- (a) Each department manager or supervisor shall prepare detailed job descriptions,

in consultation with Employees, which outline the general nature and detailed duties for all positions for which the Union is the bargaining agent in that department. The Department will send copies of these job descriptions to the Human Resources Department, who will in turn, send them to the Union.

- (b) Detailed job descriptions shall mean: the current, electronic StFX job description template or one as modified by the Job Evaluation Committee, which reflects: official position title, required qualifications, detailed nature of duties, tasks and responsibilities, percentage of overall time devoted to each category of duties.
- (c) In the event of a required substantive change in the duties outlined in the description, such change shall be inserted into the job description by the manager or supervisor, who will then forward a copy of the updated job description to the HR Department. HR will then send the updated job description to the Union. The Union will have the right to present written objection to any new or revised job descriptions within thirty (30) working days after receipt. If such objection is received, the Employer agrees to review the job description. The Union will have the right to attend such a special meeting of review.
- (d) Job descriptions which require substantive changes as above, will then be automatically subject to the job evaluation process outlined in the Memorandum of Agreement – Job Evaluation Project to re-evaluate the position.
- (e) Employees shall have the right at any time to request a review of their position including duties, once per each collective agreement duration, and shall have the right to be accompanied by their Union representatives at such a review. This review shall be subject to the job evaluation process outlined in the Memorandum of Agreement – Job Evaluation Project undertaken within twenty (20) working days of the request.

Article 29 - Health and Safety

- 29.1 The safety of its Employees/members is a primary concern of the Employer and the Union. In accordance with the Occupational Health and Safety Act of Nova Scotia, the bargaining unit shall have representation on the Joint Occupational Health and Safety Committee. The bargaining unit shall designate a member to be their representative on the Committee.
- 29.2 Where personal protective equipment (PPE) is required for Employees to perform their work in a safe and healthy manner, such PPE shall be provided by the Employer.

Article 30 - Employer Liability

- 30.1 The Employer will defend, negotiate, or settle claims in which an Employee's negligence is alleged and will also pay damages when necessary provided the Employer is satisfied the Employee acted within the scope of their employment. Whenever the Employer does defend an Employee pursuant to the aforementioned the Employer will be in control of the case.

Article 31 - Voluntary Resignation

31.1 An Employee must provide two weeks (fourteen calendar days) written notice to resign. Vacation entitlement and/or planned vacation may not constitute any part of the two week notice requirement, unless mutually agreed upon by the Employee and the Manager or Supervisor.

Article 32 – Tuition Credit

32.1 Children/Spouse

A regular, full-time Employee's dependent children and/or spouse are eligible to receive a tuition credit equivalent to one-half (1/2) full tuition during the period September 1 to August 31. This tuition credit only applies to those children and/or spouse who are in good academic standing for their first undergraduate degree, not including a Bachelor of Education.

32.2 Employee

- (a) Full-time Employees are eligible to receive full tuition credit for any credit course whether it is job related or not to a maximum of 12 credits during the period September 1 to August 31.
- (b) If the course(s) applied for will interfere with the Employee's regular scheduled work week, Manager or Supervisor's approval is also required in writing with a copy to Human Resources. Human Resources will advise the Employee of approval.

Article 33 – Benefit Plan

33.1 The Employer agrees to continue the Health, Dental and Insurance plans in Group Life Insurance in effect at the time of signing of this Agreement. The Employer may amend the plans provided changes do not reduce the entitlements and benefits under the plans.

33.2 Employees shall participate in the Benefit Plans in accordance with the eligibility requirements of the plans.

33.3 The Employer shall continue the current arrangements for premiums. They are:

- Basic Life Insurance, Basic Accident Insurance (50% Employee/50% Employer)
- Long-Term Disability Insurance (100% Employee)
- Group Health, Dental and Emergency Travel (100% Employer)
- EFAP – Employee and Family Assistance Plan (100% Employer)
- Optional Employee and Family Accidental Death and Dismemberment Insurance (100% Employee)
- Optional Group Life Insurance (100% Employee)
- Travel Accident Insurance - University Business (100% Employer)
- Emergency Travel Insurance - (100% Employer)

Article 34 – Pension Plan

- 34.1 Employees are eligible for membership in the pension plan in accordance with the University Defined Contribution Pension Plan provisions. Eligibility for the Pension Plan shall be consistent with the Nova Scotia Pension Act.
- 34.3 Employees contribute five percent (5%) of their annual rate of earnings. The University contributes an additional eight percent (8%) of their annual rate of earnings.

Article 35 - Amendment

- 35.1 It is agreed that this Agreement may be amended at any time by mutual agreement of both parties in writing.
- 35.2 In the event that any laws passed by the Legislature applying to the Employees covered by the Agreement render null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

Article 36 – Duration of Agreement

- 36.1 This Agreement shall be in effect for a term beginning from July 01st, 2010 until June 30th, 2012. All provisions of this agreement shall, unless otherwise stated, be effective from the date of signing of this agreement. After June 30th, 2012, this agreement shall be automatically renewed thereafter for successive period of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.
- 36.2 Negotiated changes in the collective agreement, other than salaries which shall become effective on the dates specified in 36.1, are effective from the date of signing unless otherwise specified and agreed to in writing.

In witness whereof, on this 18th day of January 2011, the parties hereto have signed this Agreement by its respective duly authorized officers and representatives.

NOVA SCOTIA GOVERNMENT AND
GENERAL EMPLOYEES UNION

BOARD OF GOVERNORS of St. FRANCIS
XAVIER UNIVERSITY

Joan Jessome, President NSGEU

Ramsay Duff, Chief Negotiator
Vice President, Finance and Operations
Secretary-Treasurer, Board of Governors

Brenda McKenna, Bargaining Committee

Bob Hale, Bargaining Committee

Sheldon MacDonald, Bargaining Committee

Robert Proctor, Bargaining Committee

Craig Seaboyer, Bargaining Committee

Joanna Jameson, Bargaining Committee

Tina Webber, Chief Negotiator

**Memorandum of Understanding
Between
St. Francis Xavier University
And
Nova Scotia Government and General Employees Union**

Re: Hours of Work

Within sixty (60) days of the signing of this Agreement, the Labour Management Committee will begin meeting to review the hours of work of all bargaining unit positions with the goal of agreeing on standard hours of work. If the Labour Management Committee cannot agree on the hours of work for a position, the hours of work for the position as of the date of the signing of this agreement will continue.

DATED at Antigonish, Nova Scotia this 18th day of January 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Ramsay Duff
Vice President, Finance and Operations
Chief Negotiator

Tina Webber
Employee Relations Officer
Chief Negotiator

**Memorandum of Understanding
Between
St. Francis Xavier University
And
Nova Scotia Government and General Employees Union**

Re: Job Evaluation Project

The Employer and the Union recognize that having a fair and competitive base pay structure and salary administration plan are essential to attract and retain Employees and to ensure continuing pay equity. The parties agree to the following process towards establishment of a future salary administration plan.

Process

Within ninety (90) days of the signing of this Agreement, the Employer agrees to establish the Job Evaluation Committee. The Job Evaluation Committee will assist the Employer in establishing a salary administration plan. The Job Evaluation Committee shall be made up of two members of the Local and the Union's Employee Relations Officer and four (4) Employer representatives, one of which shall act as voting Chair. Where either party decides the Chair's decision is not acceptable, they may refer the matter to the Hay Group Project Consultant for final resolution. The parties agree that the Consultant will be objective and impartial when rendering his/her decision.

The Job Evaluation Committee may request the presence of the manager or supervisor of the position or the Employee in the position, and/or may request further information on the position to assist the Committee in its work.

Union members of the Job Evaluation Committee will not attend meetings concerning positions not contained within the bargaining unit.

Employees serving on the Job Evaluation Committee shall receive time release from regularly scheduled work to attend the committee meetings and shall continue to be regularly compensated.

The Employer will engage Hay Group consultants to work with the Job Evaluation Committee to establish a proposed salary administration plan.

The Job Evaluation Committee and members of Human Resources, who have job evaluation duties as part of their job descriptions, shall be trained by the Hay Group on the Hay Group Method job evaluation system at the Employer's expense.

The Job Evaluation Committee, in consultation with the Hay Group consultants, will evaluate all positions in accordance with the Hay Group Method job evaluation system, and develop the new salary grades. The results of the job evaluation project, including new salary grades will be negotiated for implementation as part of next collective bargaining process.

DATED at Antigonish, Nova Scotia this 18th day of January 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Ramsay Duff
Vice President, Finance and Operations
Chief Negotiator

Tina Webber
Employee Relations Officer
Chief Negotiator

**Memorandum of Understanding
Between
St. Francis Xavier University
And
Nova Scotia Government and General Employees Union**

Re: Restructuring & Lay-offs

1. In the event of Employer initiated restructuring that results in functional redundancies, the Employer will seek voluntary resignations first. All voluntary resignations will exercise their rights under the MOU only. Employees will have fifteen (15) working days from the Employer's offer of voluntary severance to advise the Employer that they want to resign with Severance.
2. Should no volunteers be identified, restructuring will occur according to the Seniority list.
3. An Employee whose position has become redundant within an identified unit by the Employer may:
 - (a) Elect to exercise their rights under Article 14 – Layoff and Recall. In the event the Employee elects to exercise their rights under Article 14, the provisions of this MOU will not apply.

OR:

 - (b) Voluntarily resign with severance pay in accordance with this Memorandum
 - (c) An Employee will have fifteen (15) working days to decide whether to choose Article 14 or to resign with severance pay under this MOU. The fifteen (15) days will replace the five (5) days provided for in Article 14.4.
4. The Employer will provide the following severance and benefits to those Employees affected:
 - (a) Three (3) weeks pay in lieu of notice for each year of service to a maximum of 52 weeks and a minimum of eight (8) weeks.
 - (b) Continuation of 100% employer funded health and dental coverage for the number of weeks used to calculate the severance payment.
 - (c) Continuation of tuition benefit eligibility for one additional academic year.
 - (d) Access to EFAP services for the number of weeks used to calculate the severance, including financial and career counselling.
5. The provisions of this Memorandum of Understanding will also apply to lay-offs for reasons other than those identified in this Memorandum.

6. Should the Government give cause to affect within the University sector and/or StFX initiates a program with greater benefit than provided in this MOU, for any other non-faculty group, the greater benefit shall apply.

DATED at Antigonish, Nova Scotia this 18th day of January 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Ramsay Duff
Vice President, Finance and Operations
Chief Negotiator

Tina Webber
Employee Relations Officer
Chief Negotiator

Appendix A – Wage Increases

The Employer shall increase all salaries of Employees 1% in each year of the two year Agreement effective the dates specified in the following table.

Compensation Item	2010-11	2011-12
Wages	1% - July 01 st , 2010	1% - July 01 st , 2011
Lump Sum Payment	\$250	\$250

**Memorandum of Understanding
Between
St. Francis Xavier University
And
Nova Scotia Government and General Employees Union
Re: Lump Sum Payment**

Employees in the bargaining unit from the date of ratification of this Agreement, November 18, 2010, to June 30, 2011 shall receive the first \$250 lump sum payment. Employees in the bargaining unit from July 1, 2011 to June 30, 2012 shall receive the second \$250 lump sum payment.

Employees will receive the first lump sum payment as soon as possible after the date of signing of this Agreement, and the second \$250 lump sum payment in the first pay in July, 2011.

DATED at Antigonish, Nova Scotia this 18th day of January 2011.

FOR THE EMPLOYER:

FOR THE UNION:

Ramsay Duff
Vice President, Finance and Operations
Chief Negotiator

Tina Webber
Employee Relations Officer
Chief Negotiator