



**DALHOUSIE
UNIVERSITY**

Inspiring Minds

COLLECTIVE AGREEMENT

between

DALHOUSIE UNIVERSITY

- and -

NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES

LOCAL 21



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PREAMBLE

The parties to this Agreement seek to foster, promote, and maintain cooperative and harmonious relations between the Employer, the Union and the affected Employees and to achieve the efficient operation of Facilities Management in its provision of services to the University community. The purpose of this Agreement is to set forth rates of pay, hours of work and working conditions, and to provide an orderly procedure for the equitable settlement of differences which may arise between the parties.

ARTICLE 1 - DEFINITIONS

- (1) "Bargaining Unit" means all Employees in the Classifications listed in **Schedule "A"** and any new Classifications added during the term of this Agreement.
- (2) "Casual" means an employee hired on a day-to-day basis as and when required, or to address emergency situations or unexpected work assignments resulting either from inclement weather, fire and flood or from other uncontrollable or irregular events.
- (3) "Classification" means a position listed in "**Schedule A**".
- (4) "Department" means **the Department of Facilities Management**.
- (5) "Employee" means a person employed by the University in the Bargaining Unit.
- (6) "employee" means an employee of the University.
- (7) "Employer" or "University" means Dalhousie University, Halifax.
- (8) "Probationary Employee" means **an Employee hired to fill a regular full-time or a regular part-time position who has not yet completed the probationary period in accordance with Article 10.1.**
- (9) "Regular Employee" means a Regular Full-time Employee or a Regular Part-time Employee **who has completed her/his probationary period.**
- (10) "Regular Full-time Employee" means an Employee who has completed **her/his** probationary period, occupies an ongoing position in the Bargaining Unit and works the scheduled hours of work **for her/his** Classification.
- (11) "Regular Part-time Employee" means an Employee who has completed **her/his** probationary period, occupies **a regular** position in the Bargaining Unit and works a portion of the scheduled hours of work for **her/his** Classification. **Regular Part-time Employees are entitled to benefits and leaves set out in this**

Collective Agreement on a pro-rated basis, except where otherwise specified.

- (12) "Shift" means the normal consecutive working hours scheduled for each Employee which occur in any twenty-four (24) hour period.
- (13) "Shift Schedule" means a written statement setting forth the days and daily working period Employees are required to work.
- (14) "Spouse" means a person who **is in a marriage or other formal union recognized by law with an Employee or who has cohabited with an Employee in a conjugal relationship for at least twelve (12) months as the Employee's spouse.**
- (15) "Student" means a person enrolled in a course of study at any secondary or post-secondary education institution, and hired on a full-time or part-time basis during their summer or Christmas vacation period to work in facilities or programs operated by Student Services (including **Student Community** Services and **Athletics and Recreational** Services).
- (16) "Term" when used with reference to "Employee" shall mean an Employee hired on a full-time or part-time basis for project work, or other work for a temporary period of time whether specified or not. **Term Employees who are employed on a part-time basis are entitled to applicable benefits and leaves, as outlined in Article 11, set out in this Collective Agreement on a pro-rated basis, except where otherwise specified.**
- (17) "Union" means **the Nova Scotia Union of Public and Private Employees and its successors and is otherwise referred to as "NSUPE" and "NSUPE Local 21".**
- (18) "Union Advocate" means an Employee in the Bargaining Unit appointed by the Union to assist members in matters arising under this Collective Agreement.
- (19) "Unit" means a unit or service as defined by the Employer.
- (20) "Working Day" means Monday to Friday and excludes holidays.

ARTICLE 2 – RECOGNITION OF UNION

2.1 *RECOGNITION OF UNION*

- (a)** The Employer recognizes the Union as the sole bargaining agent for Employees **who are members of** the Operational Support Bargaining Unit, **as set out in Labour Relations Board (NS) Order No. LRB-6258, which was effective April 8, 2009.**

- (b)** The Bargaining Unit includes the classifications set out in Schedule “A” and the following employment categories, which are defined in Article 1:
 - (1)** Regular Full-time Employee;
 - (2)** Regular Part-time Employee;
 - (3)** Term Employee;
 - (4)** Probationary Employee.

Employees shall be notified in writing which employment category or categories apply to them when first employed and when any change occurs.

- (c)** The following employment categories are excluded from the Bargaining Unit:
 - 1)** Casual employees **as defined in Article 1(2);**

 - 2)** Students **as defined in Articles 1(15) and 2.2;**

 - 3)** **persons** excluded **pursuant to Section 2(2) of the Trade Union Act, including** those above the rank of **General Foreperson;**

 - 4)** **Employees employed as members of other bargaining units, in the Confidential Clerical/Secretarial Group and in the Dalhousie Professional and Managerial Group.**

2.2 *STUDENTS EXCLUDED FROM BARGAINING UNIT*

Dalhousie University students whose work is funded from student employment funds administered by the **Career Services** Center or any successor unit **or students in positions funded through Student Services and supervised by Facilities Management, including students in Security Services** may be hired to perform operational support work as long as they do not displace **members of** the Bargaining Unit, or carry out the work currently performed by members of the Bargaining Unit. In such cases, these students shall not be members of the Bargaining Unit. This shall also apply to students who are offered work experience

at the University as part of their educational program or through externally funded student employment programs.

2.3 NEW INCLUSIONS

If a new classification is created which is not referenced in **Schedule "A"** but which would be included in the Bargaining Unit pursuant to L.R.B. Order No. **LRB-6258**, the rate of pay for such classification shall be as agreed by the parties, but failing such agreement the Employer shall set the rate of pay which shall then be subject to grievance and arbitration.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

3.1 UNION MEMBERSHIP

- (a) The Employer agrees that, for as long as this Agreement remains in force, it is a condition of employment for all present Employees in the Bargaining Unit to be members of the Union and for new Employees entering the Bargaining Unit to become members of the Union as of **their date of employment**.
- (b) Notwithstanding anything contained in this article, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such Employee to tender the initiation fee and dues uniformly required in order to acquire or maintain membership in the Union.

3.2 UNION DUES

- (a) **The Union shall inform the Employer in writing of the amount of union dues to be deducted. The Employer will make the deductions from each pay of each Employee and shall remit them to the Union prior to the tenth (10th) day of the month following that in which the deductions are made. The remittance will include a list of Employees from whom deductions have been made and the amount deducted.** The Employer will record the amount of Union dues deducted, on the T4s issued to Employees.
- (b) The Union agrees to indemnify and save harmless the Employer from any liability arising from the deductions referred to above.

3.3 EMPLOYEE INFORMATION

- (a) The Employer shall forward to the Union, by January 31 each year, a list of each Employee's name, home address, **home telephone number** and classification.

- (b) Employees shall keep the University advised of their current home address, telephone number and name and shall inform the Employer of any change in the above no later than the effective date of the change.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 *MANAGEMENT RIGHTS*

All of the Employer's inherent rights to manage and operate the University which are not explicitly and specifically abridged by this Agreement are retained by the Employer. These rights include but are not limited to the following:

- (1) to require and maintain efficiency and to make, alter and enforce rules and regulations to be observed by Employees, including those governing the use of materials and equipment as may be deemed necessary in the interests of the safety and well-being of persons using the Employer's premises;
- (2) to hire, discharge, suspend or otherwise discipline subject to the provisions of this Agreement;
- (3) to direct, classify, transfer, schedule, promote, demote, lay-off, specify and assign duties;
- (4) to manage its operations in all respects and without restricting the generality of the foregoing to determine and schedule the services to be rendered, their location, and the work methods, procedures, material and equipment to be used.

These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

4.2 *NO PRIVATE AGREEMENT INCONSISTENT WITH COLLECTIVE AGREEMENT*

No member of the Bargaining Unit will be required or permitted to enter into any agreement with the Employer which is inconsistent with this Agreement.

ARTICLE 5 - RESPONSIBILITY FOR CONTINUANCE OF OPERATION

5.1 *NO STRIKES*

The Union agrees that during the life of this Agreement, there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the normal performance of work and/or the Employer's operations and to this end the Union will act to prevent any Employee covered by this Agreement from going on strike or suspending or slowing down his or her work or picketing, or otherwise interfering with the Employer's operations.

5.2 *NO LOCKOUTS*

The Employer agrees that there shall be no lockout of Employees during the life of this Agreement.

5.3 *UNION ACTIVITY*

Except where permission has been obtained from the Employer, or is otherwise provided for in the Collective Agreement, the Union agrees that neither membership solicitation nor any other form of Union activity shall take place during the hours of work of the Employees concerned.

5.4 *PUNCTUALITY AND REGULAR ATTENDANCE*

The Union and the Employer agree that punctuality and regular attendance at work are important in ensuring continuance of operation.

ARTICLE 6 - NO DISCRIMINATION

6.1 *NO DISCRIMINATION*

It is agreed that there will be no discrimination against any Employee by the Employer, the Union, or their respective officers or other representatives by reason of age (except as provided in Articles **28.12 and 29.1**); race; colour; creed; religion; sex (unless the specification of a male or female is a bona fide occupational qualification); sexual orientation; physical disability or mental disability (unless the nature and extent of the disability precludes performance of the particular employment); ethnic, national or aboriginal origin; family status; marital status; political belief, affiliation, or activity; or language (provided knowledge of the English language is sufficient to understand and perform the assigned duties); or any other matter now or hereafter covered by the provisions of the Nova Scotia Human Rights Act and the Canadian Charter of Rights and Freedoms.

6.2 *REPRESENTATION DURING COMPLAINTS OF DISCRIMINATION OR HARASSMENT*

An Employee taking action or responding to a complaint of discrimination or harassment under this Collective Agreement or an Employer policy is, at her/his option, entitled to Union representation, including during any meetings held with the Employer.

ARTICLE 7 – TERMS AND CONDITIONS OF EMPLOYMENT

7.1 *PROVISION OF COLLECTIVE AGREEMENT*

As soon as reasonably possible after the signing of this Agreement the Employer shall provide the Union with sufficient copies of the Agreement for distribution to the Bargaining Unit membership.

7.2 ***PRINTING OF COLLECTIVE AGREEMENT***

The cost of printing this Agreement in sufficient numbers to meet the reasonable requirements of each party shall be shared equally by the Employer and Union.

7.3 ***ACQUAINTANCE OF NEW EMPLOYEES***

The Employer shall acquaint all new Regular Employees with the Agreement and a Union **Advocate** will be present, if available, for up to thirty (30) minutes during normal working hours and without loss of remuneration, to familiarize Employees with the Union. New Term Employees shall be supplied with a copy of the Collective Agreement and an outline of the information provided in the above noted sessions, including a current list of **Union Advocates**, which is applicable to Term Employees.

7.4 ***APPOINTMENT LETTERS***

The Employer shall provide a copy of the letter of appointment of all newly hired Employees (Regular Full-time, Regular Part-time and Term) in the Bargaining Unit to the Union within twenty (20) **Working Days** of the Employee's hiring. **If not included in the letter, the Employer will also provide the Employee's home address to the Union after it has been provided to the Employer.**

ARTICLE 8 - UNION REPRESENTATIVES AND UNION ADVOCATES

8.1 ***UNION BUSINESS AGENTS***

The Business **Agents** of the Union shall have access to the University premises to discuss Union business with the Employer and/or Employees, but in no case shall **her/his** visit interfere with the progress of the work and shall be only with prior notification to the Employer unless this requirement is expressly waived by the Employer.

8.2 ***UNION ADVOCATES***

(a) The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as **Advocates**. **The Union will attempt to have representation throughout the units and at least one (1) Advocate appointed on evening shift.**

(b) It is agreed that the **Advocate's** duties shall in no way conflict with **her/his** duties to the Employer; however, it is agreed that an **Advocate** shall, after consultation with **her/his** supervisor, be permitted during regular working hours and without loss of regular pay, to leave **her/his** duties for a reasonable length of time and at a time which is operationally feasible, to investigate and, if possible, settle any grievance which has arisen in **her/his** area. When resuming **her/his** duties, the **Advocate** shall report to the designated supervisor.

8.3 ***UNION AND EMPLOYER REPRESENTATIVES***

The Union agrees to provide in writing to the Employer the names of the current Business Representative and the **Union Advocates** and the Employer will give the Union in writing the names of the appropriate management personnel with whom the Business Representative and/or **Union Advocates** should have official dealings.

ARTICLE 9 – COMMITTEES

9.1 ***UNION REPRESENTATION ON COMMITTEES***

(a) Any Employee selected to represent the membership on the Negotiating Committee, Labour Management Committee, Employee Benefits Committee, Employment Equity Council, Pension Advisory Committee, Environmental Health and Safety Committee and/or Security and Parking Committee shall suffer no loss of remuneration while attending committee meetings during her/his regular hours.

(b) The parties recognize the desirability of achieving Employee representation from various units on joint committees.

9.2 ***LABOUR MANAGEMENT COMMITTEE***

A Labour Management Committee shall be established consisting of not more than six (6) representatives from both the Employer and Union, to meet at least quarterly, and on such other occasions by mutual agreement. A quorum for any meeting shall require three (3) representatives of each party. The purpose of this Committee shall be to facilitate communication on matters of labour relations. The Committee shall not be a substitute for the process of grievance or arbitration and shall not consider matters which are or might be considered under the grievance or arbitration procedures in this Agreement.

9.3 ***EMPLOYEE BENEFITS COMMITTEE***

One (1) representative from the Union is entitled to sit with voice and vote on the Employee Benefits Committee. An alternate may **also** be appointed by the Union, and shall be permitted to attend all meetings **that the regular member is unable to attend**.

9.4 ***PENSION ADVISORY COMMITTEE***

One (1) representative from the Union is entitled to sit with voice and vote on the Pension Advisory Committee (**PAC**). An alternate may **also** be appointed by the Union. **The alternate will attend in the place of the regular member when the regular member is unable to attend. The University agrees to continue the current practice, during the term of this Agreement, to allow**

the alternate to attend meetings in addition to the regular member as an observer, subject to operational requirements and with the agreement of PAC.

9.5 *SECURITY AND PARKING COMMITTEE*

One (1) representative from the Union is entitled to sit with voice and vote on the Security and Parking Committee, and an alternate may also be appointed by the Union and shall be permitted to attend all meetings **that the regular member is unable to attend.**

9.6 *UNIVERSITY ENVIRONMENTAL HEALTH AND SAFETY COMMITTEE*

Three (3) representatives from the Union (with no more than one (1) representative from each **unit** are entitled to sit with voice and vote on the Environmental Health and Safety Committee.

9.7 *NEGOTIATING COMMITTEE*

The Employer agrees to recognise a **Negotiating Committee**, appointed by the Union, to represent Employees in negotiations for the renewal of this Collective Agreement. The Committee shall consist of not more than five (5) Employees in the Bargaining Unit, and they shall not suffer any loss of regular pay while attending any bargaining sessions conducted during their normal working hours.

9.8 *PROVISION OF INFORMATION*

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the Bargaining Unit, job classifications, and/or wage rates. Financial and actuarial information pertaining to pension and insured benefits plans will be made available to the Employee Benefits Committee or the Pension Advisory Committee, or the Union upon request.

ARTICLE 10 - PROBATIONARY EMPLOYEE

10.1 *PROBATIONARY PERIOD*

All **Regular Employees** shall serve a probationary period **upon initial appointment to a regular position** of one thousand and forty (1,040) **regular hours worked to a maximum of one (1) year. The probationary period may be extended, provided the parties mutually agree in writing.**

10.2 *SENIORITY FOR PROBATIONARY EMPLOYEES*

After successfully completing the probationary period, the Employee shall receive credit for seniority purposes from the original date of hire.

10.3 *ASSESSMENT OF PROBATIONARY EMPLOYEE*

When a Probationary Employee has been employed for four (4) months, **her/his** work performance will be discussed by the Supervisor and the Employee and a

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written assessment will be provided to the Employee, but this shall not preclude appraisal of performance at other times should the Employer require it. The Employee will have the right to respond in writing to the assessment and such response will be placed on **her/his** file with the supervisor's assessment. The Employee may request the attendance of **a Union Advocate** at this **and/or** subsequent probationary appraisal meetings, if any.

10.4 *TERMINATION OF A PROBATIONARY EMPLOYEE*

- (a)** The Employer may terminate a Probationary Employee at any time, **and will provide a letter of termination.**
- (b)** Upon request, a Probationary Employee who has been terminated will be provided with feedback as to why s/he was not successful.

ARTICLE 11 – TERM EMPLOYEE

11.1 This Collective Agreement shall apply, as appropriate, to Term Employees with the exception of the following articles and subject to Articles 11.2-11.6.

8.2 Union Advocates, unless the Term Employee has at least one year of continuous service

9 Committees, with the exception of the Labour Management Committee if the Employee has at least one year of service

10 Probationary Employee

12 Trades Apprenticeship Plan

16 Lay-off

17.5 Scheduled Days Off Without Loss of Pay

19.3 Time Off in Lieu

23 Employee Benefits

24 Tuition Waiver

28.8 Return to Work Following Illness or Injury

28.10 Work Related Injury

30 Leaves of Absence

32 Discipline, Discharge, and Employee File

11.2 *HOLIDAYS FOR TERM EMPLOYEES*

Term Employees **who work full-time hours will receive holiday pay as outlined in Article 26.1 provided the Term Employee has received, or is entitled to receive, wages for at least fifteen (15) days during the thirty (30) calendar days preceding the holiday and s/he has worked her/his scheduled working day immediately preceding and immediately following the holiday.**

11.3 *VACATION FOR TERM EMPLOYEES*

All Term Employees shall receive four per cent (4%) of their straight-time earnings as vacation pay or pay in lieu of vacation.

11.4 *LEAVES OF ABSENCE FOR TERM EMPLOYEES*

Term Employees are not entitled to the leaves of absence with pay as specified in Article **30**, but may, at the discretion of the Employer, be granted leaves of absence with or without pay for emergencies or special circumstances.

11.5 *TERM EMPLOYEES BECOMING REGULAR EMPLOYEES*

- a) Upon completion of **three-thousand, seven hundred and sixty (3,760)** regular hours worked (excluding overtime) in a given classification, **as a Term Employee**, in any twenty-four (24) consecutive months, regardless of any interruption in service, Term Employees shall be offered a Regular position. **The twenty-four (24) month period will be extended by any period that the Term Employee is off for longer than twenty (20) consecutive working days due to an approved workplace injury or pregnancy leave.**
- b) Upon appointment to a regular position, former **Term Employees** shall, subject to the terms and conditions of the plans, be immediately eligible for enrollment in the applicable insured benefits program and the Dalhousie University Staff Pension Plan. They shall begin to accrue, without loss of any entitlement already to their credit, sick leave credits and vacation credits as Regular Employees.
- c) No Employee shall be laid off for the sole purpose of avoiding the application of Article **11.5**.

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11.6 LAY-OFF OF TERM EMPLOYEES

- a) In the event of a lay-off in a classification, Term Employees shall be laid off before any Regular Full-time or Regular Part-time Employees in that classification.
- b) Term Employees who have worked less than **one thousand and forty** (1,040) hours shall be entitled to two (2) working days notice of lay-off. Term Employees who have worked **one thousand and forty** (1,040) hours or more will be entitled to five (5) working days notice of lay-off.

ARTICLE 12 - TRADES APPRENTICESHIP PLAN

12.1 The University will maintain an apprenticeship plan, in conjunction with the Department of Education, having the following provisions:

- (a) Admission of an Employee to the Apprenticeship Plan will be subject to the University's needs with respect to the particular trade, to available resources and the Employer's determination of the candidate's suitability.
- (b) **Except by mutual agreement**, the ratio of apprentices to tradespersons in each job classification shall not be greater than one (1) apprentice for the first tradesperson and one (1) additional apprentice for each additional three (3) tradespersons. Subject to 12.1(a), the criteria outlined in 14.2(b) shall be applied when more than one applicant is being considered for apprenticeship.
- (c) An Apprentice attending school under the terms of **her/his** indentureship shall maintain **her/his** status as an apprentice during this period, and upon completion of **her/his** period at school shall be re-instated in the position s/he held prior to commencing school.
- (d) Apprentices shall receive a progressive rate of pay equal to the percentages of the applicable journey person's rate in Schedule "A", such percentages to be as specified by the regulations pursuant to the Apprenticeship and Trades Qualifications Act, provided that no Employee shall suffer a decrease in **her/his** hourly rate because s/he undertakes an apprenticeship.
- (e) No Employee shall be laid off by reason of inability to qualify for apprenticeship training. If at a later date s/he becomes able to qualify for apprenticeship training, s/he shall have the opportunity to become indentured subject to 12.1(a).

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- (f) On providing evidence to the Employer that s/he has satisfied all the requirements of the Apprenticeship and Trades Qualifications Act to become a fully qualified tradesperson, an Employee who has served **her/his** apprenticeship while in the employ of the University shall receive a rate of pay equal to 100% of the applicable journeyperson rate specified in Schedule "A".
- (g) An Employee who enters the apprenticeship program shall be allowed one (1) calendar month from the date of **her/his** final qualification to obtain regular employment with the University as a tradesperson. If unsuccessful, s/he shall return to the classification s/he was assigned to when s/he entered the apprenticeship program and any resulting lay-off shall be in accordance with Article 16 of the Collective Agreement. If an apprentice is hired from outside the University, s/he shall be allowed one (1) month from the date of **her/his** final qualification to obtain regular employment with the University as a tradesperson, and if unsuccessful, **her/his** employment shall be terminated by the Employer, and s/he shall not have recourse to the grievance procedure.
- (h) A listing of apprenticeship programs for which the University is willing to consider candidates will be displayed on the University bulletin boards referred to in **35.6**, and this will include the specification of any minimum qualifications necessary for such programs.

ARTICLE 13 – SENIORITY

13.1 ACCRUAL OF SENIORITY

- (a) Seniority shall mean **the** length of continuous compensated service in **the** Bargaining Unit since date of last hiring by the University and effective on the date an Employee becomes a Regular Employee. **No additional seniority will accrue while an Employee is working overtime.**
- (b) Term Employees shall not be entitled to accumulate seniority. **However, if there is no break in service between being a Term Employee and becoming a Regular Employee, the Employee will, as of the date s/he becomes a Regular Employee, be credited with seniority back to her/his most recent date of hiring as a Term Employee. A break in service of fourteen (14) days or less that includes Christmas Day shall not be constitute a break in service for the purpose of this Article.**

13.2 SENIORITY DURING LEAVE OF ABSENCE

- (a) An Employee on an approved paid leave of absence or on pregnancy leave shall retain any seniority accrued prior to

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going on leave and shall, subject to Article 13.1, continue to accumulate seniority.

- (b) With the exception of pregnancy leave, an Employee on an approved unpaid leave of absence shall retain any seniority accrued prior to going on leave but shall not accumulate seniority during the period of the unpaid leave of absence.

13.3 ***LOSS OF SENIORITY***

Seniority shall be forfeit and employment terminated if an Employee:

- (1) voluntarily quits the employ of the Employer;
- (2) is discharged **for just cause and** is not reinstated;
- (3) absents **her/himself** from **her/his** work **or overstays a leave of absence** for more than **seven (7)** consecutive **calendar** days without obtaining prior permission from the Employer; **or uses a leave of absence for purposes other than those for which the leave was granted;**
- (4) fails to return to work within five (5) working days after recall notice **to a position in the same classification and with the same number of hours**, is given to **her/him** personally or by registered mail to **her/his** last address on file with the Employer;
- (6) is laid off in excess of twelve (12) months;
- (7) because of injury or sickness is off work for a period longer than twelve (12) months plus any extension pursuant to Article 28.8, and subject to the lay-off reference therein.

13.4 ***SENIORITY LIST***

- (a) There shall be one (1) seniority list which includes all Employees in the Bargaining Unit.
- (b) A current seniority list will be prepared **and posted** by the Employer **by March 31st** each year and shall contain the date of the Employee's hire into a position in the Bargaining Unit and their seniority credit at December 31st. For part-time service the seniority shall be adjusted to reflect the percentage of full-time equivalent compensated service.
- (c) **Corrections to the seniority list may be made upon sufficient evidence being presented to the Employer by an affected**

Employee. Employees are encouraged to come forward as soon as possible regarding alleged errors on the seniority list.

13.5 TRANSFERRING OUT OF THE BARGAINING UNIT

- (a)** If an Employee is transferred to a position outside of the Bargaining Unit, s/he shall retain **her/his** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

If the employee returns to the Bargaining Unit within six (6) months, s/he shall be placed in a job consistent with **her/his** seniority, provided such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

If the employee does not return within six (6) months, seniority is forfeited.

- (b)** No Employee shall be transferred to a position outside the Bargaining Unit without **her/his** consent.

ARTICLE 14 - JOB POSTING

14.1 POSTING PROCESS

- (a)** When the Employer decides to fill a vacancy or create a new Bargaining Unit position, the Employer **shall**, within fifteen (15) working days of the decision to fill the position, post the position for a minimum of seven (7) calendar days. A copy of the posting will be forwarded to the Union office upon posting.
- (b)** The Employer may determine that a vacated position will not be filled. However, where there is a delay in the decision to post a vacancy, or a decision is made to withdraw a posting or to not fill the vacancy, the Employer will, upon request, provide reasons.
- (c)** In the event that newly defined positions are created within the Bargaining Unit, or that job descriptions for present positions are substantially changed, the Union shall be notified prior to such positions being posted. It is agreed that the matter will be discussed if the Union so requests.

14.2 POSITION APPOINTMENTS

- (a)** The Employer will only consider applications from outside the Bargaining Unit after it has been determined that no Bargaining

Unit member will be awarded the position in accordance with this Article 14.

- (b) An applicant must meet any physical and/or fitness requirements necessary to be able to do the job. Posted positions will be awarded on the job performance, skill, ability, relevant experience, knowledge, qualifications, and training of the applicants. Where two or more Regular Employees are equal in the assessment of these factors, seniority will be the determining factor.**
- (c) Where no Regular Full-time or Part-time Employee has been appointed to a position, an Employee who has met the requirements of Article 11.5 (a) and has previously declined a Regular position shall also be eligible for consideration and will have her/his service since last date of hire treated as seniority. If there are no successful applicants as a result of the posting process, applicants from among Term Employees will be considered based on their merits as determined by the Employer. If there are no successful applicants from within the Bargaining Unit, the University is free to fill the position(s) from any source.**
- (d) Within seven (7) working days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin boards for a minimum of seven (7) working days.**

14.3 TRIAL PERIOD

Successful applicants to a new classification from within the Bargaining Unit shall be given a trial period of up to thirty (30) shifts unless agreed otherwise. If the University determines the applicant is unsatisfactory in the new job classification, or if s/he finds her/himself unable to perform the duties of her/his new job classification, s/he shall return to her/his former job classification and, where applicable, employment category. Where another Employee must be re-assigned to accommodate the return to the former classification, this Employee shall also be reassigned to her/his former job classification and, where applicable, employment category.

14.4 APPLICANT FEEDBACK

When an Employee is unsuccessful in an application for a posting, and the Employee requests the reasons therefore in writing, the Employer shall provide a written response.

14.5 APPLICATION RESTRICTIONS

An Employee having obtained a posted position, whether accepted or declined, shall not be eligible to apply for another posted position within a twelve (12) consecutive month period unless it represents change in:

- 1) total hours,
- 2) classification,
- 3) shift commencement time of at least five (5) hours, or
- 4) pay rate (excluding premiums)

This provision may be waived in unusual circumstances by agreement of the parties.

14.6 *SUPERVISORY POSITIONS*

Where the Employer has posted or advertised supervisory positions associated with the Bargaining Unit, qualified Employees within the Unit may apply and shall be considered.

14.7 *FOREPERSON*

- (a) The Employer shall maintain a list of Employees who are interested in being assigned to the role of general foreperson and or working foreperson, and shall consider these individuals when assignments are available. Assignments to these temporary roles shall be made by the responsible supervisor, **and may be changed as deemed necessary or desirable by the supervisor.**
- (b) Where it is **anticipated that** such an assignment is required for more than six (6) months, the opportunity will be posted **and appointed pursuant to this Article 14 and subject to Article 14.7(c).** Where an assignment that was not initially anticipated to be more than six (6) months lasts for eight (8) months, the opportunity will be posted in accordance with Article 14.7(b) after eight (8) months, except where the Employer and the Union agree in writing to extend the assignment without posting.
- (c) Where the Employer determines that a foreperson assigned pursuant to Article 14.7(b) is no longer needed on a specific crew or the Union and/or Employee and the Employer mutually agree that a foreperson should be removed from the assignment (e.g. due to performance issues, employee conflicts, or similarly compelling circumstances) the Employer may, on at least two (2) weeks notice, remove the foreperson designation and the premium pay paid pursuant to Article 18.4. Layoff provisions will not apply and the former foreperson will maintain her/his classification as set out in Schedule "A" at the same hours of work.
- (d) Employees appointed to a foreperson position pursuant to this Article 14.7 shall receive premium pay in accordance with Article 18.4.

- (e) The Employer will not assign a foreperson pursuant to Article 14.7(a) if it will result in the overstaffing of a crew (i.e. having an Employee in excess of the approved complement). Where an assignment of a foreperson pursuant to Article 14.7(b) results in the overstaffing of a crew, the Employer will offer Employees within the crew the opportunity to be reassigned on a voluntary basis. Where no one within the crew volunteers, the least senior Employee (other than a foreperson) on the crew will be transferred to an available assignment. An Employee who has moved to different hours of work as a result of the application of this article 14.7 (e) will be offered the next vacancy that will provide the Employee a shift commencement that is within two (2) hours of the shift commencement of the shift s/he was removed from.

ARTICLE 15 - WORK LOCATION

- 15.1 Employees in the Bargaining Unit are deemed not to have any specific work location assignment on a continuing basis, subject to the Memorandum of Understanding on Page 63 of the Collective Agreement.

ARTICLE 16 - LAY-OFF

16.1 ***NOTICE TO UNION OF ORGANIZATIONAL CHANGE***

The Employer will advise the Union reasonably in advance of any proposed technological change and any proposed closure of a department or section or any change in departmental or university structure that may affect Regular Employees of the Bargaining Unit and that may result in a staff reduction requiring lay-off of Regular Employees. A special meeting of the Labour Management Committee will be convened for this purpose. The Employer and Union will discuss such changes with a view to retaining, relocating and assisting as many Employees as possible who may be displaced as a result of said change. All such discussions shall be confidential until a decision by the Employer to lay-off is confirmed or other arrangements are agreed.

16.2 ***ORDER OF LAY-OFF***

- (a) In the event of a lay off, Employees in the applicable classification shall be laid-off in order of Bargaining Unit seniority with the least senior being laid-off first. Employees shall be recalled in the order of their seniority, with the most senior being recalled first, provided they are qualified and able to do the work.

- (b) In the event of lay-off in a classification, Term Employees shall be laid off before any Regular Full-time or Regular Part-time Employees in that classification.

16.3 *DISPLACEMENT OF LESS SENIOR EMPLOYEES*

It is agreed that a Regular Employee who has received notice of lay-off may apply, within five (5) working days of receipt of such notice, to displace another Employee who has less Bargaining Unit seniority. If the applicant, holds the necessary provincial certification where applicable, and is qualified, willing and able to perform the duties of the more junior Employee outlined in the applicable job description, as determined by the Employer, s/he shall assume that position at the rate specified for it without interruption of employment. In this event it is understood that the more junior Employee shall receive notice of lay-off.

16.4 *CONTRACTING OUT*

The University agrees that for the duration of this Agreement no Regular Employee shall be laid off due to contracting out of work covered by this Collective Agreement, or due to work carried out for the purposes of instruction, experimentation or in emergencies when Regular Employees are not available.

16.5 *NOTICE TO EMPLOYEE OF LAY-OFF*

The Employer shall give Regular Full-time and Regular Part-time Employees who are to be laid off minimum notice or pay in lieu of notice **as follows:**

- (1) **for Employees with ten (10) or fewer years of paid service,**
twenty (20) working days notice or pay in lieu of notice;
- (2) **for Employees with more than (10) years of paid service,**
forty (40) working days notice or pay in lieu of notice;

Before laying off any **Regular or Full-time or Regular Part-time** Employees, the University shall make every effort to find employment for the **Employees** concerned in some other area of the University.

ARTICLE 17 - HOURS OF WORK

17.1 *REGULAR WORKING HOURS*

The normal hours of work for Regular Full-time Employees shall average forty (40) hours per week and shall normally total eight (8) hours per shift inclusive of break periods but exclusive of a one-half (1/2) hour unpaid meal period. Nothing herein shall constitute a guarantee of hours per week or per day.

17.2 *SHIFT ARRANGEMENTS*

Without restricting the Employer's right to establish other shifts or vary existing shifts if considered necessary after consultation with the Union, the current full-time shift arrangements are as contained in Appendix "A" for the operational support groups covered by this Agreement with the intention of meeting operational requirements as they arise.

17.3 *BREAK PERIODS*

Employees shall be granted two (2) fifteen (15) minute paid break periods, where operations permit, or as scheduled by their supervisor and normally approximately at the mid-point of each half (1/2) shift. It may be a requirement to take such breaks at the work-site.

17.4 *WASH UP PERIOD WHERE NECESSARY*

Where necessary only, there shall be a wash up period of up to ten (10) minutes at the end of each shift.

17.5 *SCHEDULED DAYS OFF WITHOUT LOSS OF PAY*

The University shall select two (2) days in the period between Boxing Day and New Year's Day to be observed by all Regular Full-time and Regular Part-time members of the Bargaining Unit as scheduled days off without loss of pay. In the event that an Employee is required to work on one (1) or both of these days s/he shall be entitled to equivalent time off in lieu thereof without loss of pay. Such time off shall be by mutual agreement but failing this, such time shall be granted in accordance with Article 27.

17.6 *EXTENDED SHIFTS*

For Regular Full-time Employees including those who are regularly scheduled to work shifts in excess of eight (8) hours:

- (1) Any benefit day (e.g. sick days, holidays, vacation days, bereavement days, scheduled days off without loss of pay), shall equal eight (8) hours.**
- (2) Any deductions made for time off with pay (e.g. sick days, holidays, vacation days, bereavement days, scheduled days off without loss of pay), shall be equal to the number of hours off with pay.**

17.7 *SHIFTS FOR SECURITY*

- (a) It is the University's intention to operate the "12 hour" shift arrangement which currently applies to Security Officers, for so long as it is operationally efficient and cost effective to do so.**

- (b) The existing two (2) “reconciliation days” for Security Officers will be scheduled to be taken during day shifts at a mutually agreeable time and subject to operational requirements.

ARTICLE 18 – WAGES

18.1 *WAGES*

Attached to and forming part of this Agreement is Schedule “A”, covering Wages and Classifications.

18.2 *POWER ENGINEERS*

Any Thermal Plant **Power Engineer** who attains any provincially recognized power engineer’s certificate with a refrigeration certificate, which is higher than that required for his/her job classification, shall be paid an extra 10¢ per hour.

18.3 *TEMPORARY ASSIGNMENT*

- (a) When an Employee is required to work temporarily in a classification paying a lower rate than **her/his** normal classification, s/he shall be paid **her/his** normal rate.
- (b) When an Employee is **assigned by the Employer** to work temporarily in a classification within the Bargaining Unit paying a higher rate than **her/his** normal classification, s/he shall be paid the higher rate.

18.4 *FOREPERSON PREMIUM*

- (a) When an Employee is designated as a foreperson for six (6) months or less pursuant to Article 14.7(a), s/he will receive the applicable premium set out in Schedule “A” for the hours s/he works, but will not receive the premium when s/he is absent on any leave, including sick leave, holidays and vacation.
- (b) When the position for working foreperson or general foreperson is posted in accordance with Article 14.7 (b), the applicable premium **set out in Schedule “A”** shall become part of the base rate with appropriate deductions, including when the Employee is absent on an approved leave with pay, such as sick leave, paid holidays, and vacation **for the duration of the assignment**.

ARTICLE 19 – OVERTIME

19.1 *DEFINITION OF OVERTIME*

All authorised time worked by an Employee in addition to the regular full-time **work** day or regular full-time work week, or on a holiday, shall be considered overtime.

19.2 OVERTIME PAY

- (a)** An Employee shall be compensated at the rate of one and one-half times (1 1/2) **her/his** normal rate of pay for overtime worked by **her/him** except for overtime worked between midnight and 8:00 a.m., on **her/his** normal day off, for which s/he shall be compensated at the rate of double **(2) her/his** normal rate of pay. **Employees working overtime on a holiday will receive the pay specified for working on a holiday set out in Article 26.**
- (b)** All overtime worked by an Employee, except those hours worked directly following or prior to **her/his** normal shift, shall be compensated at the specified overtime rate for actual hours worked with a minimum of three (3) hours at the applicable rate.

19.3 TIME OFF IN LIEU

- (a)** Subject to **Article 19.4 (b)**, Employees who are required to work overtime or who are entitled to receive stand-by pay shall have the option of receiving time off in lieu of their overtime or stand-by pay, provided that the granting of such time in lieu of overtime or stand-by pay can be accomplished at no extra cost to the Employer. This time off would be equivalent to applicable rates. The time taken off shall be mutually agreeable to the Employee and the University.
- (b)** The maximum time off with pay, which may be accumulated in accordance with **Articles 19.4 (a) and 26**, shall be one hundred and six (106) hours.
- (c)** **Part-time Employees who work extra hours at the regular rate will normally receive pay for such extra hours and will not normally be entitled to time off in lieu for such extra hours.**

19.4 DISTRIBUTION OF OVERTIME

- (a)** Overtime, as defined in Article 19.1, shall be offered **as follows:**
 - (1)** Overtime shall be offered to Regular Employees within a classification whom are able and qualified, prior to Term Employees being assigned overtime.
 - (2)** In Custodial Services, this shall be applied on a building by building basis.
 - (3)** In Security Services, the Security Officer and Traffic Officer shall be considered one classification for the purposes of **offering overtime.**
- (b)** The provisions of **Article 19.4 (a)** may be waived by the Employer where the assignment of another Employee to work already in progress would cause delay or increase costs to the University.

- (c) If an Employee does not accept and/or respond to an offer of overtime or call back on three consecutive occasions, they may not be eligible for further overtime assignments for six **(6)** months.
- (d) Any missed opportunity for overtime shall be compensated only by assignment of the next opportunity to work overtime.

ARTICLE 20 - SHIFT WORK

20.1 *SHIFT PREMIUM*

An Employee working on a qualifying shift shall receive the applicable premium for each hour worked:

4:00 p.m. - 12:00 a.m. – 45¢/hr
12:00 a.m. - 8:00 a.m. – 60¢/hr

A qualifying shift is one where half or more of the hours worked fall between the hours of 4:00 p.m. and 8:00 a.m., but overtime shifts **are excluded**.

20.2 *THERMAL PLANT AND ARENA*

The Employer shall operate the Thermal Plant and **Arena** with no fewer than the number of Employees required by the relevant Laws of the Province of Nova Scotia.

ARTICLE 21 – CALL BACK AND REPORTING PAY

21.1 *CALL BACK*

- (a) A call back occurs when an Employee is called back to work under the following circumstances:
 - (1) the call back is outside of the Employee's regular hours of work; and
 - (2) the assignment has not been scheduled in advance and is not for scheduled overtime; and
 - (3) the call back requires the Employee to make an extra trip to the University.
- (b) Where a call back occurs, the Employee shall be paid:
 - (1) four (4) hours at one and one-half ($1\frac{1}{2}$) times her/his regular rate or one and one-half ($1\frac{1}{2}$) times for all hours worked, whichever is greater; or
 - (2) four (4) hours at double (2) time her/his regular rate or double (2) time for all hours worked, whichever is greater, if the call back occurs between the hours of midnight (12:00 a.m.) and 8:00 a.m. This does not apply where the Employee works twelve (12) hour shifts.

(c) If an Employee is called in and reports for work within two (2) hours of the commencement of **her/his** scheduled shift, s/he shall receive overtime payment for each hour worked with a minimum of two (2) hours at the appropriate overtime rate.

(d) Call **backs** will be allocated on a fair and equitable basis.

21.2 *WORK FROM HOME*

When an Employee is called at home by an employee of the University who is authorized by the Unit Head or designate to assign work, outside of scheduled working hours, and is required to perform a service from home as a result, s/he will be paid the applicable overtime rate for the time required to perform such service with a minimum of fifteen (15) minutes at the applicable overtime rate. If the Employee subsequently attends work within four (4) hours of initial call, they will be compensated for the call in only.

21.3 *STAFF MEETINGS*

A pre-planned staff meeting does not constitute a call back provided two (2) clear days' notice has been given. Payment for staff meetings shall be at straight time but a minimum payment of two (2) hours will be made to any Employee who has been recalled. Emergency meetings shall be governed by this clause but the notice period shall not apply. Except for emergency meetings, when an Employee is required to attend more than four (4) meetings in any calendar year, call back provisions shall apply.

21.4 *TRAINING*

Attendance at training sessions, which are conducted when the Employee would not otherwise be on duty, does not constitute call back. Attendance at any such training session conducted by Facilities Management, which is deemed by the Employer to be a job requirement, will be compensated at straight time. Payment for such training sessions shall be for a minimum of eight (8) hours. During such training a meal shall be provided. Where it is not possible to provide a meal, a meal allowance shall be provided.

21.5 *COURT APPEARANCES ON BEHALF OF THE EMPLOYER*

Court attendances on behalf of the Employer outside the Employee's regularly scheduled hours shall be compensated at the appropriate overtime rate with a minimum guarantee of four (4) hours at this rate.

ARTICLE 22 – STAND BY PAY

22.1 *STAND BY PAY*

Any Employee required to stand by, to be available to come in to work when called by an authorized representative of the University, will receive one (1) dollar for every hour they are required to be on stand by. If the Employer is unable to obtain a satisfactory stand by roster, it is agreed that the Employer may institute a duty list for stand by purposes.

ARTICLE 23 - EMPLOYEE BENEFITS

23.1 *BENEFITS COMMITTEE*

The Employer agrees to maintain a Dalhousie University Employee Benefits Committee representative of interested employee groups, and the Board of Governors, to consider matters relating to benefit programmes for staff, including the administration of, participation in, and contribution to benefit programmes. The Committee shall meet at least four (4) times per year unless the Committee agrees to meet less frequently.

23.2 *PENSIONS AND INSURED GROUP BENEFITS*

(a) Pension and group benefit plans in effect at the University from time to time shall continue to apply for Regular Full-time Employees and the Employer shall supply information as to these plans to all participating members of the Bargaining Unit. Eligible Part-time Employees may participate to the extent allowed under individual plans. Term Employees are not eligible to participate in the **insured** benefits plans.

(b) The Employer agrees to provide the integrated insured benefits plans and premiums structure referred to in the report of the Employee Benefits Committee with respect to the amalgamation of the Dalhousie University and DalTech benefits programs.

23.3 *PREMIUM COST SHARING OF MAJOR MEDICAL INSURANCE*

The Employer shall contribute 60% of the re-imbursalment option premiums for all eligible Employees who participate in the Voluntary Major Medical Insurance Plan.

23.4 *PREMIUM COST SHARING OF DENTAL INSURANCE*

The Employer shall contribute 50% of the cost of premiums for all eligible Employees who participate in the Dental Insurance Plan.

23.5 *SALARY DEFERRAL PLAN*

The Employer agrees to maintain the Salary Deferral Plan during the term of this Agreement, subject only to the provisions thereof. During any such leave an Employee shall retain but shall not accumulate seniority.

23.6 EMPLOYEE AND FAMILY ASSISTANCE PLAN

Participation in the Employee and Family Assistance Plan (EFAP) is on a voluntary and confidential basis.

ARTICLE 24 - TUITION WAIVER

24.1 TUITION WAIVER ENTITLEMENT

Subject to the conditions set forth in Article 24, all non-Probationary Employees who are Regular Full-time or Regular Part-time (50% FTE or greater) shall be entitled to Tuition Waiver as follows:

- (1) Employee:
Up to twelve (12) credit hours in the twelve (12) month period ending August 31 of each year in any Faculty of Dalhousie University;
- (2) Spouses and Children:
Provided the Employee is Regular Full-time and has two (2) or more years of seniority as of the date of registration, fifty percent (50%) of tuition fees in all courses offered at Dalhousie University in any undergraduate program in any Faculty other than Dentistry (excluding the School of Dental Hygiene), Law and Medicine. Where both parents are Employees the tuition fee waiver for children shall be 100%.

24.2 DECEASED OR RETIRED EMPLOYEES

Tuition waivers in accordance with **Article 24.1** shall continue to be available to employees who have retired, having been employed for five (5) or more years, and to their spouses and children, and to the spouses and children of former employees who are deceased and who had been employed for five (5) or more years.

24.3 DIVORCED OR LEGALLY SEPARATED EMPLOYEES

Tuition waivers, in accordance with Article 24.1, shall continue to be available to the children of those Employees who are divorced or legally separated provided satisfactory documentary evidence of support equivalent to 7% of annual earnings is provided.

24.4 ILL OR DISABLED EMPLOYEES

Tuition waivers, in accordance with Article 24.1, shall continue to be available to Employees who are ill or disabled and to their spouses and children, provided the Employee is in receipt of sick leave or long term disability benefits.

24.5 DEFINITIONS

For purposes of tuition waiver administration the following definitions shall apply:

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- (1) "Spouse" shall **be as defined in Article 1.**
- (2) "Child" shall mean any dependent child of the Employee to the end of the academic year of the child's twenty-fifth (25th) birthday, or beyond that date if dependent on the Employee by reason of mental or physical disability. Dependents are defined as children of the Employee for whom the Employee is entitled to claim tax credit under the Income Tax Act in the year in which the tuition waiver is requested or children not over the age of twenty-five (25) to whom the Employee declares that they provide regular financial support.
- (3) "Tuition Fee" shall mean the basic tuition fee applicable to specific **programs** and shall include auxiliary fees which are for required instruction but shall exclude any other fees such as international student differential fees, co-op fees, and student union fees.

ARTICLE 25 - MEAL ALLOWANCE

25.1 **MEAL ALLOWANCE**

In the case of unscheduled work, and provided the Employee has not been given notice of the requirement for overtime prior to reporting for work on any given day, a meal allowance of \$8.00 shall be provided if an Employee:

- (1) having worked **her/his** regular Shift continues to work for two (2) hours past the normal stop time and at intervals thereafter of four (4) hours;
- (2) receives a call out and works for more than four (4) hours and at intervals thereafter of four (4) hours; and
- (3) working pre-arranged overtime on **her/his** time off, works more than ten (10) hours (fourteen (14) hours in the case of Employees on twelve (12) hour rotating Shifts) and at intervals thereafter of four (4) hours.

The meal allowance shall be payable until there is a continuous break of four (4) hours or more. **The meal allowance will be paid regardless of whether a meal period was taken.**

ARTICLE 26 - PAID HOLIDAYS

26.1 **HOLIDAYS:**

- (a) A Regular Full-time Employee **will, unless s/he is on leave without pay, receive eight (8) hours of holiday pay at her/his regular hourly rate for each of the following holidays**

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New Year's Day	Labour Day
Munro Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Halifax Natal Day	

one-half ($\frac{1}{2}$) day holiday, to be scheduled by the University and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government.

- (b) In the case of Trades Services, **excluding Stores Trucking**, Easter Monday shall be observed as the holiday in lieu of Munro Day. **By January 15th of each year, Employees in Stores Trucking will be advised individually of whether Munro Day or Easter Monday will be the recognized holiday for her/him.**

26.2 *WORK ON A HOLIDAY*

- (a) When an Employee works on a holiday, **set out in Article 26.1**, s/he shall be paid at the rate of double **(2)** time, for all hours worked **including overtime hours. This pay shall be in addition to the regular holiday pay set out in Article 26.1.**
- (b) **Instead of receiving pay as set out in Article 26.2(a), an Employee who works on a holiday shall have the option of receiving time off in lieu of such pay, provided that the granting of such time-in-lieu can be accomplished at no extra cost to the Employer, and subject to Article 19.3(b).**

26.3 *HOLIDAY ON A REGULAR DAY OFF*

Where **a holiday set out in Article 26.1** falls on an Employee's scheduled day off, s/he will have the option **of receiving the pay s/he is entitled to for the holiday or an equivalent amount of time-off with pay, which will be scheduled at a time mutually agreeable to the Employer and the Employee.**

26.4 *HOLIDAY ON A WEEKEND*

If any of the holidays set out in **Article 26.1** falls on a Saturday or Sunday, the University, at its option, shall declare another day to be generally observed as a holiday, in lieu thereof for those Employees who normally work Monday through Friday. Premium payment in accordance with Article 26.2 is payable only for hours worked on the actual named holiday as specified in Article 26.1 for Employees who do not normally work Monday through Friday.

ARTICLE 27 - ANNUAL VACATION

27.1 VACATION YEAR

- (a) The vacation year shall be considered to be the period from June 1st to the succeeding May 31st and shall be the year for purposes of vacation accrual and scheduling.
- (b) The vacation which an Employee takes after June 1st of any year is accrued over the twelve (12) months prior to June 1st.

27.2 VACATION ENTITLEMENT

- (a) Employees commencing employment with the Employer during the vacation year shall be entitled to vacation with pay during the following vacation year in the amount of 0.83 days for each complete month of paid regular service during the qualifying vacation year to a maximum of two (2) weeks.
- (b) Employees who have one (1) year's paid service or more as of June 1st, but less than ten (10) years' service will earn 1.25 days vacation with pay for each month of paid regular service.
- (c) Employees who have ten (10) years' paid service but less than twenty (20) as of June 1st will earn 1.67 days vacation with pay for each month of paid regular service.
- (d) Employees who have twenty (20) years' paid service or more as of June 1st will earn 2.08 days vacation with pay for each month of paid regular service.
- (e) Employees shall be entitled to the additional week's vacation relating to their tenth and twentieth year of paid regular service on or after June 1st of the vacation year in which their tenth or twentieth anniversary falls.
- (f) If there is any unpaid service in a particular month **or the Employee is receiving long-term disability benefits under the Employer's LTD program**, accrual will be pro-rated **for that month**.

27.3 VACATION SCHEDULING

- (a) **Vacations will be granted based on operational requirements, Employee preferences and seniority. Seniority shall be applied on a unit, group, building, crew, and/or classification basis, as circumstances warrant. The Employer will post the work scheduling policy on the bulletin boards assigned for the posting of Union notices.**

(b) The procedure for scheduling vacations shall be as follows:

- (1) On or before April 1st of each year, the Employer will notify Employees of their anticipated vacation entitlement for the year.**
- (2) Employees will submit their vacation preference(s) by April 30th of each year. Requests for vacation of one (1) scheduled work week or more will supersede requests for vacation of less than one (1) scheduled work week and in the case of rotating shifts, requests for vacation of one (1) or more shift cycles will supersede requests for vacation of less than one (1) shift cycle.**
- (3) On or before May 15th, the Employer will advise Employees whether their preference(s) have been granted and, if not granted, provide an opportunity for Employees to submit alternate dates. Final vacation lists will be posted by May 30th.**
- (4) Vacation requests made after April 30th shall be considered on a first-come, first-served basis except that, in the case of concurrent requests for the same or overlapping vacation period, seniority will prevail. In any event, the granting of such vacation requests shall be subject to operational requirements.**
- (5) Where an Employee has unscheduled vacation remaining as of March 1st, the Employer will notify the Employee and give her / him an opportunity to provide a preferred schedule for taking the unused vacation and/or request vacation carry-over pursuant to Article 27.7. Where an Employee fails to respond or the Employee's preferences cannot be accommodated due to operation requirements, the Employer may schedule when the Employee will take the unused vacation.**
- (6) Vacations may be taken at any time during the calendar year subject to operational requirements. Employees are encouraged to use their vacation entitlement over the whole year, rather than only during the months of July and August, to permit continuance of normal operations throughout the entire year.**

27.4 PAY DUE DURING VACATION

Employees may, upon giving at least twenty (20) days' notice, receive on or before the last office day preceding commencement of their annual vacation, any pay which may fall due during the vacation.

27.5 HOLIDAY DURING VACATION

If a holiday falls, or is observed, during an Employee's vacation period, such Employee shall be deemed to have **taken** the holiday and shall not be docked vacation time for such holiday and such day shall normally follow the vacation period.

27.6 VACATION CARRY FORWARD

Vacations shall not be cumulative from year to year. However, an Employee who wishes to carry forward up to forty (40) hours (forty-eight (48) hours for Employees in the Thermal Plant and in Security Services) (pro-rated for part-time) vacation to the following vacation year or requests vacation of up to forty (40) hours (forty-eight (48) hours for Employees in the Thermal Plant and in Security Services) (pro-rated for part-time) which would normally be scheduled in the following vacation year, may do so with the approval of the Employer provided in either case this is consistent with operational requirements and does not result in increased costs to the Employer.

27.7 VACATION ADVANCE

In exceptional circumstances, an Employee may request up to one (1) week's vacation **from the following year's vacation entitlement** and the Employer may approve such request, subject to operational requirements and provided it does not result in increased costs to the Employer. Such vacation shall be immediately deducted from the Employee's accruing entitlement.

27.8 VACATION PAYOUT UPON TERMINATION

An Employee whose employment terminates for any reason shall **have any vacation s/he has accumulated, but not used, including any vacation accumulated since the previous June 1st, paid out in full.** An Employee who has used more vacation time than s/he has accumulated, and whose employment terminates for any reason, shall have an equivalent amount of pay deducted from her/his final pay.

27.9 IMPACT OF SICK LEAVE ON VACATION SCHEDULING

(a) Employees with more than one (1) year of continuous service shall continue to accumulate vacation credits during any period of paid sick leave; but where the sick leave, **whether paid or unpaid**, exceeds two (2) months **and the Employee is returning within two (2) months of the end of the current vacation year**, the University may require the Employee to

take **her/his** vacation prior to **her/his** return to work. **Employees who carry forward vacation due to having taken sick leave, may be required to take her/his vacation prior to her/his return to work.**

- (b) **Notwithstanding Article 27.6, where an Employee has not been able to take her/his vacation prior to the end of the vacation year due to an approved absence as a result of an illness or injury, the unused vacation will be carried over and available to the Employee in the next vacation year. Such time will be scheduled at a mutually agreed time in accordance with operational requirements and without consideration of seniority.**

27.10 *IMPACT OF ILLNESS OR INJURY PRIOR TO OR DURING VACATION*

An Employee may substitute sick leave for vacation where it has been verified to the Employer's satisfaction no later than the last scheduled working day prior to the commencement of the Employee's vacation, that the Employee is ill or has been in an accident of such a nature as to prevent the Employee from going on **her/his** vacation and an Employee may substitute sick leave in cases of hospitalization during **her/his** vacation.

27.11 *WORK DURING VACATION*

When an Employee agrees to come into work at the request of the Employer while on scheduled vacation, s/he shall be paid at double **her/his** regular hourly rate of pay for all hours worked and the vacation hours shall be re-scheduled to be taken at a time convenient to the Employee and the Employer.

ARTICLE 28 - SICK LEAVE

28.1 *SICK LEAVE QUALIFICATION*

To be eligible for paid sick leave, an Employee must be unable to work as a result of illness or injury and, when requested, provide adequate medical evidence. The Employer may also require that the Employee provide confirmation that, in the physician's medical opinion, the Employee is pursuing appropriate medical treatment.

28.2 *ACCUMULATION OF SICK LEAVE*

- (a) **Regular Full-time** Employees shall accumulate **ten (10) hours paid** sick leave per month of full-time compensated service to a maximum of **one thousand, six hundred (1,600) hours**. **Accumulation** shall be granted for those months in which the Employee worked fifteen (15) or more days. **Paid leaves, including paid vacation, shall be considered days worked for purposes of this accumulation.**

- (b) **Full-time Term and Full-time Probationary Employees shall accumulate eight (8) hours of paid sick leave** for each completed month of **full-time compensated** service, but may only **use accumulated sick leave** after completion of forty-five (45) days **worked (three hundred and sixty (360) hours)**. Accumulated sick leave credits are lost on completion of the period of Term employment unless the period of employment is extended. Probationary Employees shall retain accumulated credits at the conclusion of their probationary period and shall accumulate credits thereafter in accordance with Article **28.2(a)**.

28.3 *MEDICAL INFORMATION*

- (a) **The Employer and the Union will treat Medical information in a confidential manner.**
- (b) **Except where an Employee is claiming a workplace injury pursuant to Article 28.10, the Employer will not normally ask for an Employee's diagnosis.**
- (c) **The Employer may require medical evidence to confirm that an Employee is fit to work at her/his job or a job for which she/he has applied**, where an Employee has been absent from work for a prolonged time, for frequent periods of time, **in accordance with Article 28.10 or for other legitimate reasons. Such medical evidence may include that the Employee undergo, without cost to the Employee**, medical examination by a registered physician of the Employer's choice.
- (d) **Where an excessive amount of sick leave is claimed**, where a pattern of sick leave is present, **or** where the Employer has reason to believe an Employee is abusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to provide medical evidence for any period for which sick leave is claimed. Such medical evidence shall verify the illness or injury and inability to carry out normal duties.
- (e) **When an Employee's claim for paid sick leave benefits has not been approved, the Employer will provide reasons to the Employee.**

28.4 *REPORTING ABSENCE*

- (a) In all cases of illness or injury, it is the responsibility of the Employee to notify **her/his** supervisor or designate of **her/his** possible absence as soon as possible before **her/his** normal starting time. Unless medical certification has been submitted establishing a date of return to work, the Employee shall advise **her/his** supervisor before the beginning of **her/his** shift if they continue to be ill **or injured** and unable to work.

- (b) An Employee absent from duty because of illness or injury shall submit to **her/his** supervisor or **her/his** supervisor's designate, at the first opportunity, a completed "**Reason for Absence**" form.

28.5 ABSENCE DUE TO FAMILY ILLNESS

- (a) Where no one other than the Employee can provide care for **the Employee's child, spouse or parent** who is ill, **a Full-time** Employee shall be granted up to a maximum of five (5) days of accumulated sick leave credits per calendar year for this purpose. The Employee **may be required** to provide medical evidence of the need to provide care.
- (b) **Any leave taken under this Article 28.5 will not be considered an incident for the purposes of Article 28.6.**

28.6 LIMITATION OF SICK LEAVE BENEFITS

The following provisions shall apply to Employees who, **for two calendar years in a row**, are absent because of illness or non-work related injury on four (4) or more occasions during the calendar year:

- (1) **on the fourth occasion of the 2nd calendar year, the Employee shall not be entitled to the first eight hours (8) of their sick leave benefit, and not for the first eight hours (8) of any subsequent absences;**
- (2) this restriction on sick leave benefits shall continue from year to year thereafter until an incidence rate of three (3) or fewer absences in any calendar year is attained;
- (3) once an Employee has established an incidence rate of three (3) or fewer absences in any calendar year, this process shall start again **on the next January 1st.**

28.7 EMPLOYEE ASSISTANCE

- (a) **The Employer and the Union encourage Employees to consider utilizing the services of the Employee and Family Assistance Program (EFAP), as outlined in Article 23.6.**
- (b) **The Employer and the Union will encourage Employees with alcohol or drug dependency to seek appropriate medical treatment for such condition.**

28.8 RETURN TO WORK FOLLOWING ILLNESS OR INJURY

An Employee who has been absent from work for up to one (1) year because of certified illness or injury shall be guaranteed a job in **her/his** former classification,

or, at the University's option, in some other classification paying the same rate, on **her/his** return within one (1) year provided s/he is medically qualified to do the work of that position. This **period** shall be extended if the Employee qualifies for compensation under the "own occupation" provision of the Employer's LTD Plan for the duration of such provision. This guarantee will not apply if the Employee has been laid off in accordance with Article 16 during **her/his** absence.

28.9 LONG TERM DISABILITY PLAN

The Long Term Disability **Plan (LTD)** shall apply where an Employee is medically eligible, **in accordance with the LTD plan in effect, and has completed the elimination period set out under such plan (currently one hundred and twenty-five (125) Working Days)**, unless the Employee qualifies at an earlier date. Term **Employees** and Probationary Employees are not eligible for LTD.

28.10 WORK RELATED INJURY

A Regular Employee who suffers a work related injury due to an accident arising out of and in the course of employment with the Employer, shall not suffer any loss of regular pay during the **elimination period under the Long Term Disability Plan (currently one hundred and twenty-five (125) Working Days)** unless the Employee **qualifies** at an earlier date provided:

- (1) the accident and injury are reported in accordance with Article **31.3**
- (2) prior to any approval of initial payment, or the continuance of payment, the Employer may **request medical information substantiating the workplace injury and/or** refer the Employee to a physician in accordance with Article **28.3(c) of this Collective Agreement**.

28.11 ABUSE OF SICK LEAVE

Abuse of sick leave shall be grounds for disciplinary action up to and including discharge in an appropriate case.

28.12 EMPLOYEES 65 YEARS OR OLDER

This Article 28.12 applies to an Employee who is not eligible to participate in the Long Term Disability Plan due to **her/his age**. Where such an Employee suffers an illness or injury, and subject to providing medical evidence satisfactory to the Employer, s/he will be permitted to use any sick leave s/he has accumulated. Once such an Employee has exhausted **her/his** sick leave accumulation, s/he will not be entitled to further sick leave unless s/he is, subject to Article 13.3, medically able to return to work and accumulates further sick leave.

ARTICLES 29 – RETIREMENT

29.1 *RETIREMENT*

- (a) The normal retirement age for Employees is the July 1 following the Employee's sixty-fifth (65th) birthday.
- (b) Former TUNS employees who elected by March 31, 1998 to continue their membership in the Public Service Superannuation Plan after March 31, 1998, shall retire in accordance with the provisions of the Public Service Superannuation Act and eligibility for pension benefits upon retirement shall be in accordance with the provisions of the Public Service Superannuation Act.

29.2 *PRE-RETIREMENT INFORMATION PROGRAM*

The University agrees to maintain a Pre-retirement Information Program which shall continue to be available to members of the Bargaining Unit.

ARTICLE 30 - LEAVES OF ABSENCE

30.1 *UNION LEAVE*

- (a) **Subject to operational requirements, union members delegated by the Union will be entitled to an unpaid leave of absence to attend to Union business or to attend educational functions and provided the leave can be taken without financial cost to the Employer. Requests for union leave will be made in writing. Normally requests will be made at least five (5) working days in advance of when the leave is to commence, but the Employer will consider requests made on shorter notice in exceptional circumstances and where operational requirements permit.**
- (b) **Where the leave is granted, the Employer shall continue the member's pay and benefits as if they were at work and shall bill the Union for such pay and benefits. The Employer shall submit its bill to the Union within three (3) months of such leave having occurred and the Union shall reimburse the Employer within thirty (30) calendar days.**
- (c) **Seniority and service will continue to accrue while the Employee is on an approved union leave.**

30.2 PREGNANCY LEAVE

- (a)** Pregnancy leave shall be as per the Labour Standards Code, Province of Nova Scotia, and without loss of accumulated seniority. **Seniority shall continue to accumulate during an approved Pregnancy Leave.**
- (b)** **Upon the request of the Employee, the Employer will grant a Pregnancy Leave after sixteen (16) weeks before the expected date of delivery if:**

 - 1) the** Employee has been employed for one (1) year or longer and;
 - 2) the Employer is in** receipt of a certificate by a legally qualified medical practitioner stating that the Employee is pregnant and specifying the **expected** delivery **date**.
- (c)** **The Employee may chose from the following pregnancy leave options:**

 - (1)** seventeen (17) weeks; or
 - (2)** to a date six (6) weeks after the date of actual delivery; or
 - (3)** for any shorter period, at the option of the Employee, except that an Employee shall not work and the Employer shall not cause or permit an Employee to work for at least one (1) week after the date of delivery unless in the written opinion of a legally qualified medical practitioner chosen by the Employee a shorter period is sufficient.
- (d)** During this period she shall be eligible to claim benefits under the Supplementary Unemployment Benefit Plan, subject to the approval of the Canada Employment Insurance Commission and as outlined in Appendix "B" of this Agreement.
- (e)** The Employee shall give the Employer four (4) weeks' notice of the date of commencement of pregnancy leave.
- (f)** Employees granted pregnancy leave may continue to participate in the group life insurance, long term disability insurance, pension plan, dental plan, Blue Cross major medical plan, voluntary group term life insurance, voluntary personal accident insurance, providing they arrange to pre-pay both the Employer and Employee's portion of the applicable premiums for the full leave period from the last pay cheque available before going on leave.

- (g) The Employer may direct an Employee who is pregnant and who has been employed for one (1) year or more to take an unpaid leave of absence while the duties of her position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected, provided that the Employee has the right to challenge the Employer's decision on presentation of a medical certificate specifying the kind of work the Employee is capable of performing.
- (h) Leave periods may be extended by up to four (4) weeks after the date of delivery on the basis of a written opinion from a legally qualified medical practitioner, that an extension is needed.

30.3 *PARENTAL LEAVE:*

- (a) **Parental leave shall be as per the Labour Standards Code, Province of Nova Scotia, and without loss of accumulated seniority.**
- (b) An Employee, who has been employed by the Employer for at least one (1) year, and who becomes a parent of one (1) or more children through birth or placement for adoption pursuant to the law of the Province of Nova Scotia, shall, subject to any proof of entitlement which may be required, receive an unpaid leave of absence as per the Labour Standards Code of Nova Scotia upon giving four (4) weeks' written notice of the date that the Employee will begin the leave and the date that the Employee will return to work. In the case of adoption the leave period may be extended by up to four (4) weeks when the necessity for such additional leave is substantiated by appropriate professional opinion.

30.4 *SUB PLAN FOR ADOPTIVE PARENTS AND BIOLOGICAL FATHERS*

The Employer agrees to modify the existing Supplemental Unemployment Benefit Plan, subject to the approval of **Canada Employment Insurance Commission**, such that: When an Employee declares **her/himself** to be a primary care giver and qualifies for benefits under the Employment Insurance Act related to adoption **or biological paternity**, as determined by the **Canada Employment Insurance Commission**, the benefit payable by the Employer shall be the difference between ninety-five percent (95%) of the Employee's regular salary at the commencement of the leave and the amount the Employee receives from E.I. benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia shall be without payment from the Employer. In the event that both adoptive parents are employed by the Employer this provision shall have application only to one of those adoptive parents.

30.5 RETURN FROM PREGNANCY/PARENTAL LEAVE

- (a) The purpose of approved leaves specified in **Article 30.2** and **Article 30.3** is to give Employees security of tenure in employment generally, but not necessarily in a particular position. While every effort will be made to reinstate Employees who have been granted leaves of six (6) months or less to their former position, there may be circumstances necessitating the hiring of a continuing replacement, and in this event some other equivalent position in the Department will be made available. To facilitate proper placement planning it is essential that the Employee notify the Employer one (1) month in advance of the date s/he intends to return to work on completion of the approved leave.
- (b) **Notwithstanding any supplemental unemployment benefit plan, Pregnancy and Parental Leaves are unpaid leaves of absence.**

30.6 BEREAVEMENT LEAVE

- (a) In the event of the death of an Employee's spouse, child, or parent, a Regular Employee will be granted a leave of absence of **five (5)** regularly scheduled consecutive work days. **Spouse shall be as defined in Article 1.** In establishing entitlement under this article, Employees must specify only one spouse **at any point in time.**
- (b) In the event of the death of an Employee's sibling, grandparent, grandchild, parent-in law, step-child, and any of the relatives referred to in **Article 30.6 (e)** who have resided in the Employee's household for at least the twelve (12) months immediately preceding the date of death, a Regular Employee will be granted a leave of absence of three (3) regularly scheduled consecutive work days.
- (c) **Bereavement Leave will normally be taken immediately following the death but may be postponed in whole or part to accommodate a memorial service held at a later date.**
- (d) Special consideration shall be given to an Employee if the time outlined in **Article 30.6 (a) or (b)** is not sufficient to travel to and from **the** funeral. In such cases, bereavement leave time may be extended.
- (e) In the event of the death of an Employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law a Regular Employee shall be granted a leave of absence with pay for one (1) day for the purpose of attending the funeral unless the deceased has lived in the Employee's household, pursuant to **Article 30.6 (b).**

- (f) Upon request the Employee shall provide proof of relationship and residence as may be required by the Employer.
- (g) Subject to at least twenty-four (24) hours notice and the need to maintain services as determined by the Employer, Regular Employees, on request, shall be granted up to two (2) hours leave of absence with pay to attend the funeral of a deceased member of the Bargaining Unit.
- (h) For Employees on rotating shifts, it is understood and agreed that references to 'days' as used in this article shall mean regular working days of eight (8) hours.

30.7 JURY DUTY

- (a) The Employer shall grant a leave of absence to an Employee who serves as a juror or witness in any court or arbitration proceeding.
- (b) The Employer shall maintain the Employee's regular rate of pay for any time the Employee would otherwise have been at work during such leave, unless:
 - (1) the Employee is the accused or a defendant;
 - (2) the Employee is a defendant in an action by the University against him or her;
 - (3) the Employee is the plaintiff and the University is the defendant;
 - (4) the case arises out of employment by another employer;
 - (5) the case arises out of legal action in relation to their personal affairs.
- (c) In the case of jury duty, the Employer may deduct an amount equal to that which the Employee receives for such jury duty, excluding payment for traveling, meals or other expenses, and the Employee shall present proof of service and the amount of pay received.

30.8 COMPASSIONATE CARE LEAVE

Employees will be entitled to unpaid compassionate care leave pursuant to the Nova Scotia Labour Standards Code and its regulations.

30.9 SERVICE LEAVE FOR RESERVISTS

Employees will be entitled to unpaid service leave for Reservists pursuant to the Nova Scotia Labour Standards Code and its regulations.

30.10 PERSONAL LEAVE AND LEAVE FOR EMERGENCIES

- (a) Employees shall be entitled to four (4) hours per calendar year without loss of regular pay to address personal concerns, including professional

appointments. Other than for emergencies such time shall be scheduled as mutually agreed between the Employee and Employer. Employees may carry over, to the following calendar year, up to four (4) hours pursuant to this article provided they do not have at least twelve (12) hours of accumulated time pursuant to the Collective Agreement, other than vacation.

- (b) The Employer reserves the right to grant paid or unpaid leaves of absence to Employees for emergencies or special circumstances. Any and all benefits provided by this Agreement shall be suspended for the duration of any unpaid leave, except to the extent that there is provision for insured benefits coverage through the Employee's pre-payment of the full premium cost for any such coverage.

ARTICLE 31 - HEALTH AND SAFETY

31.1 *OCCUPATIONAL HEALTH AND SAFETY ACT*

The Employer and Employees shall comply with all the provisions of the **Nova Scotia** Occupational Health and Safety Act which apply to them and other applicable provincial health and safety legislation.

31.2 *PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING*

- (a) Where the Employer deems it desirable in the interests of health or safety for Employees to wear protective clothing or equipment and supplies, the wearing of such shall be a condition of employment.
- (b) The University will have sufficient sets of rain gear available of various sizes, maintain a sufficient stock of fitting coveralls, and keep on hand heavy-duty rubber gloves, rubber boots and leather faced gloves for those who are involved in dirty, heavy or hot work. Rain gear will be issued on a loan basis. Coveralls will be issued on request and replaced when worn out. Gloves will be issued to those who need them, and replaced when worn out. Records will be maintained.

31.3 *WORKPLACE INJURIES DOCUMENTATION*

- (a) All injuries occurring at work shall be reported immediately to the Employee's Supervisor who shall, when warranted, refer the injured Employee to the University's Health Service or to a hospital Emergency Department.
- (b) The Supervisor shall ensure that a Dalhousie University Incident Report is completed within twenty-four (24) hours of the injury being reported. If a Supervisor is not available, the injury must be reported to Security Services.

- (c) In the event that referral is not warranted but the injury subsequently results in absence from work, the Employee shall provide medical certification for such absence and to substantiate any claims for paid sick leave.

ARTICLE 32 – DISCIPLINE, DISCHARGE AND EMPLOYEE FILE

32.1 *DISCIPLINE FOR CAUSE*

No Employee who has completed **her/his** probationary period shall be disciplined or discharged except for just cause.

32.2 *ALLEGED UNJUST DISCIPLINE GRIEVANCE*

Where an Employee alleges that s/he has been disciplined contrary to Article **32.1**, s/he may file a grievance in accordance with Article **33** of this Agreement.

32.3 *FAILURE TO MEET PERFORMANCE STANDARDS*

Where the Employer deems it necessary to censure an Employee who has completed the probationary period defined in Article 10 in a manner indicating that disciplinary action may follow if such Employee fails to bring **her/his** work up to a required standard by a given date, the Employer shall provide written particulars of such censure within ten (10) working days to the Employee and a copy to the Union.

32.4 *UNION REPRESENTATION FOR DISCIPLINE/DISCHARGE*

In the event an Employee is disciplined (written warning or suspension only) or discharged by the Employer, s/he shall have the right to have a Union representative in attendance and shall be provided, within five (5) working days, with a written statement of reasons for the disciplinary action or discharge.

32.5 *DISCIPLINE FOR TARDINESS, UNAUTHORISED BREAKS, OR PATTERN ABSENTEEISM*

For recurring tardiness, or taking unauthorised breaks, or a pattern of absence not explained by a continuing medical condition, an Employee will be disciplined progressively, in the following manner:

- (1) Verbal warning. Written confirmation will be provided to the Employee and the Union.
- (2) Written warning to the Employee with a copy to the Union.
- (3) Suspension without pay up to three (3) working days or twenty-four (24) working hours for those Employees on rotating shifts.
- (4) Immediate discharge.

It is further understood that where there is a prior warning or suspension on record, a further infraction, whether the same or different, shall result in discipline at the next higher step.

32.6 IMMEDIATE DISCHARGE

- (a)** The Employer may immediately discharge an Employee for just cause, including any of the following offences:
- (1)** being in possession of illegal drugs, consuming or being under the influence of any intoxicant or illegal drug while on duty;
 - (2)** falsely claiming paid leave, falsely reporting illness, or fraud;
 - (3)** unauthorized possession of the Employer's property, stealing or theft;
 - (4)** refusing to obey a direct and legitimate order from the Employer, unless the Employee would be placing **her / his** safety or the safety of others at risk contrary to Article **31.1**;
 - (5)** unauthorized disclosure of confidential information related to the business of the Employer or other confidential information relating to clients, other employees or students;
 - (6)** threatening, intimidating, harassing, coercing, physically assaulting, or causing physical harm to other employees, clients, students, or others, while on duty or at any time when such action is knowingly directed at another member of the University community or would adversely affect the reputation of the University.
 - (7)** sexual solicitation or advance of a repeated, persistent or abusive nature.
- (b)** Where it is alleged that an Employee who is a member of Security Services (or in other cases where warranted) has committed an offence against any person which falls under **(3)**, **(6)** or **(7)** above and the offence has not been committed in the course of employment or against a member of the University community or a client of the University, such that the Employer can properly investigate the matter to meet the standard of proof required below, the Employee may be suspended with pay, until the allegation is proven, dismissed, admitted, withdrawn or until the Employer decides to discharge the Employee.

32.7 EMPLOYEE FILE

- (a)** Upon the provision of twenty-four (24) hours notice, an Employee shall have the right to examine, during regular working hours, all documents in his/her personal file except for confidential references recorded or obtained during

the employment process, which references shall be held confidential. The Employee may for valid reasons, be accompanied by a Union representative.

- (b) The record of any Employee shall not be used against such Employee following disciplinary action if twelve (12) months have elapsed without further disciplinary action for any reason, save and except where the disciplinary action was for an offence or offences contained in **32.6**, in which case the period shall be extended to five (5) years. Discipline relating to sexual harassment, assault, including sexual assault, or theft is not covered by Article **32.7 (b)**. If an arbitration board upholds or partially upholds a grievance relating to disciplinary action for such offences, only the disciplinary action for the offence sanctioned by the arbitrator shall remain on the Employee's file.
- (c) No Employee shall be required to sign a document which s/he deems unfavorable to **her/his** employment except to indicate **her/his** knowledge of such document or receipt of a copy. This shall not pre-empt or override any agreement made between the Parties.

ARTICLE 33 – GRIEVANCES

33.1 UNION ADVOCATES

- (a) The Employer acknowledges the right of the Union to appoint or elect **Union Advocates**, whose duties shall be to assist any Employee whom the **Union Advocate** represents, in **assessing**, preparing and presenting **her/his** grievance in accordance with the grievance **process**.
- (b) The Union acknowledges that **Union Advocates** have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of Employees without having first secured permission from their immediate supervisor, or **her/his** designate excluded from the Bargaining Unit. **Such** permission shall not be unreasonably withheld. **Union Advocates** shall state their destination to their immediate supervisor, **provide an estimate of how long they will be away from their duties**, and shall report again to **her/him** at the time of their return to work.
- (c) A grievor may, at **her/his** option, be accompanied by a Union representative at any time s/he is meeting with a representative of the Employer at any step of the grievance process.

33.2 DEFINITION OF GRIEVANCE

- (a) A grievance is defined as a difference between the Employer and an Employee or group of Employees covered by this agreement, or

between the Employer and the Union, relating to the interpretation, application, or administration, including an alleged violation, of this Collective Agreement.

- (b) A Probationary or Term Employee may be dismissed for any reason at the discretion of the Employer. The termination of a Probationary or Term Employee **will not be grounds for a grievance except where it is alleged that the decision to dismiss is arbitrary or discriminatory pursuant to Article 6.**

33.2 GRIEVANCE PROCESS

Informal Procedure

- 33.3 An Employee who feels s/he has a grievance shall first discuss the matter with **her/his** immediate Supervisor excluded from the Bargaining Unit or **her/his** designate as determined by the Employer. The Employee shall have a **Union Advocate** present if requested by the Employee. S/he shall advise the Immediate Supervisor within five (5) working days of the date of the event causing the grievance, and the immediate Supervisor shall have five (5) working days to attempt to settle the grievance.

Formal Procedure

- 33.4 STEP ONE: If the grievance is not resolved in the informal procedure, the Employee may, within ten (10) working days of the event giving rise to the grievance, formally present **her/his** grievance in writing to the Department Head or **her/his** designate as the first step of the grievance procedure. Such grievance shall be on the prescribed form and shall specify the article alleged to have been violated and the redress sought. The Department Head and **her/his** designate shall give a written reply to the grievance within five (5) working days from the date of presentation of the grievance to **her/him**. If the grievance is not then resolved, the Employee may proceed to Step Two.

STEP TWO: Within five (5) working days from the expiration of Step One, the Employee may present her/his grievance in writing to the **Director of Employee Relations, Human Resources**, as the second step of the grievance procedure. The **Director of Employee Relations, Human Resources**, or **her/his** designate shall convene a grievance meeting at a mutually acceptable time and shall give **her/his** written reply to the grievance within five (5) working days from the date of the grievance meeting.

If the grievance is not resolved by the grievance procedure, the Employee may refer **her/his** grievance to arbitration as provided in Article **34** hereof, within ten (10) working days of conclusion of the grievance procedure above.

33.5 In any case where the Employee presents **her/his** grievance in person, or, in any case in which a hearing is held on a grievance at any level, the Employee shall be accompanied by a representative of the Union if requested by the Employee.

33.6 In determining the time in which any step under the foregoing procedures is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded.

33.7 At the request of either party to this Agreement, it may be mutually agreed to extend in writing the time limits specified herein.

33.8 *EMPLOYER OR UNION GRIEVANCE*

When a grievance arises between the Employer and the Union directly, either party may within the five (5) working days of the event giving rise to the grievance, and without interruption of the Employer's business, give to the other, written notice of grievance. In the case of a Union grievance, such grievance shall commence with the presentation of the written grievance to the **Director of Employee Relations**, Human Resources, or **her/his** designate, and in the case of an Employer grievance, such grievance shall commence with the presentation of the written grievance to the Union Business Representative. The party against whom the grievance was made shall give an answer in writing within five (5) working days of the grievance meeting **or within 5 days of the date the grievance is presented to her/him, whichever is later.** Failing satisfactory settlement of the grievance, either party may submit the matter to arbitration as provided in Article 34 and for the purpose of the required time limits thereof, the grievance shall be deemed to have been processed at Step 2 of the employee grievance procedure above. It is the intention of the parties that the procedure provided under this paragraph for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for Employees is not available and it shall not be used to by-pass the regular grievance procedure provided for Employees above.

33.9 *GRIEVANCE PROCEDURE FOR DISCHARGE*

An Employee who is considered by the Union to be wrongfully discharged shall by-pass the informal step of the grievance procedure.

33.10 *CONFORMITY TO PROCEDURES AND TIME LIMITS*

With the exception of the informal procedure set out in Article 33.3, the presentation and processing of any grievance herein, including any arbitration procedures as specified in Article 34, must conform to the applicable procedures and time limits, failing which the grievance shall be considered to have been withdrawn and settled.

ARTICLE 34 – ARBITRATION

34.1 REFERRAL OF GRIEVANCE TO ARBITRATION

Where a grievance, including questions as to whether a matter is arbitrable, is not resolved under the process set out in Article 33, either of the parties may, within ten (10) working days of the conclusion of the grievance process set out in Article 33, notify the other party of its intent to submit the matter to arbitration.

34.2 SINGLE ARBITRATOR

Where the parties are agreed that a matter should be referred to a single Arbitrator and:

- (1) they are able to agree upon the Arbitrator, then such Arbitrator shall be properly appointed;
- (2) they are unable to agree upon the Arbitrator, then the Minister of Environment and Labour for Nova Scotia shall make the appointment.

34.3 ARBITRATION BOARD

- (1) 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.
- (2) The party which has requested arbitration shall indicate the name of its appointee to the Arbitration Board.
- (3) The other party shall name its appointee within seven (7) working days.
- (4) The two (2) appointees shall select a Chairperson by mutual agreement.
- (5) 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 Environment and Labour for Nova Scotia.

34.4 POWERS OF ARBITRATOR(S)

- (a) The **Arbitrator(s)** may determine **her/his (their)** own procedure in accordance with the Trade Union Act, and shall give full opportunity to all parties to present evidence and make representations. **S/he (they)** shall hear and determine the difference or allegation, and shall make every effort to render a decision within thirty (30) **calendar** days **following the hearing. The Union and the Employer may mutually agree to a further extension of up to thirty (30) days.**

- (b) **In the case of an Arbitration Board**, the decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be binding, final, and enforceable on the parties.
- (c) The **Arbitrator(s)** shall have the power **and authority to interpret this Collective Agreement and make decisions and awards with regard to the grievance submitted, including modifying or eliminating decisions of dismissal or disciplinary action.**
- (d) Should the parties disagree as to the meaning of the **Arbitrator(s)** decision, either party may apply to the **sole Arbitrator or the** Chairperson of the Arbitration Board to clarify the decision which **s/he** shall make every effort to do within seven (7) working days.

34.5 *COSTS OF ARBITRATION*

Each party shall be responsible for the fees and expenses, if any, of its nominee to the Arbitration Board, but the fees and expenses of the Chairperson or sole Arbitrator shall, after the portion paid by the Department of Environment and Labour is deducted, be shared equally by the parties.

34.6 *TIME LIMITS*

The time limits fixed in the arbitration procedures may be altered by mutual consent of the parties, but the same must be in writing.

34.7 *OTHER AVENUES OF RESOLUTION*

Provided that the Union and Employer agree, conciliation, mediation or a forum for expedited arbitration may be used to resolve a grievance.

ARTICLE 35 – GENERAL

35.1 *WORK ASSIGNMENT*

Work that is within the jurisdiction of Facilities Management shall be performed or co-ordinated exclusively by Facilities Management. Members of the Bargaining Unit shall only be required to perform work assigned by the **Assistant Vice-President**, Facilities Management or **her/his** designate.

35.2 *UNIFORMS*

- (a) The Employer's present policy and practice with respect to clothing and equipment shall be maintained during the term of this Agreement. The Employer will reimburse Security Employees their costs for dry-cleaning and waterproofing patrol jackets twice yearly.

- (b) Employees shall wear uniforms when required to do so by the Employer. The uniform design, material and colour shall be selected by a joint committee of the Employer and the Union with equal representation of both. The Employer shall provide, at no cost to the Employee, three (3) sets of uniforms or 5 shirts for Regular Employees and three (3) shirts for Term Employees, at the Employer's discretion. Each uniform shall be sized and cut to provide for the comfort, safety and gender of the Employee. Employees shall be responsible for the care of their uniforms, reasonable wear and tear excepted. Replacement uniforms shall be provided by the Employer when existing uniforms become worn or damaged in the course of duty. Uniforms are provided for the Employee's use while on duty and while in the employ of the Employer.

35.3 SAFETY FOOTWEAR AND UNIFORM FOOTWEAR

- (a) Security Employees shall be issued one (1) pair of uniform boots or shoes every two (2) years. It is the responsibility of the Employee to maintain such footwear to a reasonable standard set by the Employer. The Employer shall reimburse the Employee for any necessary repairs to the footwear once per year.
- (b) Employees working in Trades, Grounds and Trucking or Custodial set-up crews shall wear safety footwear at all times in the performance of their duties. Regular post-Probationary Employees shall receive an allowance of up to one hundred dollars (\$100.00) per year toward the cost of CSA approved safety footwear, provided a receipt for the purchase of such footwear, in the amount of at least the amount claimed, is submitted. **When a claim has been submitted and paid, the Employee will not be entitled to another claim for one year from the date of payment under this Article 35.3(b).** An Employee who has not used their \$100 annual entitlement toward the purchase of safety footwear in a given year may carry over the unused balance to the following year toward the purchase of safety footwear.
- (c) The Employer may require an Employee to replace footwear at any time if in the judgment of the Employer such replacement is required for safety reasons.
- (d) The make and model of footwear shall be at the Employee's discretion so long as it meets appropriate CSA standards.

35.4 TRADESPERSONS' TOOLS

(a) In an effort to ensure that tradespersons have quality tools, the University will assist in the purchase of new personal tools to replace those broken while in use at the University in an amount up to half the cost of such tools.

(b) The University shall provide for the filing of carpenter's saws.

35.5 PAYDAY

The Employer's present policy and practice with respect to payday shall remain in effect during the term of this Agreement. Each Employee shall notify the Payroll Office of **her/his** bank account for purposes of payroll deposit. All payments shall be by bank deposit. **An employee is responsible for providing the Employer with a minimum of eight (8) working days notice of any change in her/his banking information. The Employer will pay an employee on the next regular payday following having received such notice of a change in banking information.**

35.6 BULLETIN BOARDS

The Employer shall provide space on University bulletin boards in agreed upon locations for the posting of Union notices.

35.7 VEHICLE EXPENSES

During the term of this Agreement whenever an Employee is authorised to use **her/his** automobile for work related travel s/he shall receive; for "yellow" areas - \$2.50 per return trip and for "blue" areas - \$3.75 per return trip.

35.8 NO PYRAMIDING OF PREMIUM PAY OR BENEFITS

There shall be no pyramiding of any premium paid hours or other benefits under this Agreement unless express provision for pyramiding is made.

35.9 SPACE FOR UNION MEETINGS

The Employer shall endeavour to provide space for Union membership meetings on the University's campus.

35.10 ACCESS TO FACILITIES AND SERVICES

Employees covered by this Agreement shall continue to have access to facilities and services offered by the University to its staff on the same basis and to the same extent as other non-academic employees of the University.

ARTICLE 36 - TERM OF AGREEMENT

36.1 EFFECTIVE DATES AND IMPLEMENTATION

This Agreement shall **be effective from July 1, 2008 to June 30, 2011, inclusive. Subject to Article 36.2, all negotiated changes from the previous**

Collective Agreement are effective from the date of ratification by both parties. Notwithstanding the expiry date, the Collective Agreement shall remain in effect until the parties reach agreement on a new Collective Agreement or a strike or lockout occurs pursuant to the Trade Union Act.

36.2 *RETROACTIVITY*

This Collective Agreement shall only be retroactive in respect of wages. To be eligible for retroactive pay, an Employee must be an employee of the University as of the date of ratification by both parties (June 25, 2010) or have retired from the Employer between July 1, 2008 and the date of ratification.

36.3 *FUTURE LEGISLATION*

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

36.4 *NOTICE TO NEGOTIATE*

Either party may serve notice to negotiate a new Collective Agreement by giving notice in writing to the other party. Such notice will not be given earlier than three (3) months prior to the date of expiry.

DATED at Halifax, in the County of Halifax, and Province of Nova Scotia, this ____ day of _____, 2010

SIGNED
in the presence of

DALHOUSIE UNIVERSITY

**NOVA SCOTIA UNION OF PUBLIC AND
PRIVATE EMPLOYEES Local 21**

Schedule "A"**CLASSIFICATIONS AND RATES OF PAY**

(Page 1)

	Expired Rate	Hourly Rates July 1, 2008	Hourly Rates July 1, 2009	Hourly Rates July 1, 2010
<u>OPERATIONS</u>				
2nd Class Power Eng.	\$25.40	\$26.16	\$26.94	\$27.64
Electrician	\$22.67	\$23.35	\$24.05	\$24.53
Instrumentation Mech.	\$23.18	\$23.88	\$24.60	\$25.34
Insulator	\$21.54	\$22.19	\$22.86	\$23.08
Millwright/Machinist	\$22.57	\$23.25	\$23.95	\$24.19
Plumber	\$22.77	\$23.45	\$24.15	\$24.40
Sprinkler Fitter	\$22.31	\$22.98	\$23.67	\$24.40
Steamfitter	\$22.31	\$22.98	\$23.67	\$24.40
Welder	\$21.54	\$22.19	\$22.86	\$23.08
Mason	\$21.22	\$21.86	\$22.52	\$22.74
Carpenter	\$20.84	\$21.47	\$22.11	\$22.34
Burner Service Mech.	\$20.44	\$21.05	\$21.68	\$21.90
Maintenance Mechanic	\$20.44	\$21.05	\$21.68	\$21.90
3rd Class Power Eng.	\$20.44	\$21.05	\$21.68	\$21.90
2nd Class Refrig. & Rink Op.	\$20.30	\$20.91	\$21.54	\$21.75
Gasfitter	\$22.31	\$22.98	\$23.67	\$24.40
Access Control Mechanic 1	\$21.65	\$22.30	\$22.97	\$23.48
Access Control Mechanic 2	\$16.75	\$17.25	\$17.77	\$18.12
Painter	\$20.01	\$20.61	\$21.23	\$21.44
4th Class Power Eng.	\$17.62	\$18.15	\$18.69	\$18.88
Utility Service Person	\$16.75	\$17.25	\$17.77	\$17.95
Helper 1	\$14.19	\$14.62	\$15.06	\$15.21
Helper 2	\$13.40	\$13.80	\$14.21	\$14.36
Storeperson 1	\$20.19	\$20.80	\$21.42	\$21.64
Storeperson 2	\$16.75	\$17.25	\$17.77	\$17.95
Utility Person	\$14.74	\$15.18	\$15.64	\$15.79
Mail Person	\$14.19	\$14.62	\$15.06	\$15.39
Gardener	\$13.86	\$14.28	\$14.71	\$14.86
Vehicle Operator	\$13.86	\$14.28	\$14.71	\$15.04

Schedule "A"**CLASSIFICATIONS AND RATES OF PAY**

(Page 2)

	Expired Rate	Hourly Rates July 1, 2008	Hourly Rates July. 1, 2009	Hourly Rates July 1, 2010
Groundskeeper	\$13.63	\$14.04	\$14.46	\$14.79
Porter	\$13.63	\$14.04	\$14.46	\$14.61
Custodian	\$13.40	\$13.80	\$14.21	\$14.54

SECURITY SERVICES

Traffic Officer	\$17.33	\$17.85	\$18.39	\$18.57
Security Officer	\$14.45	\$14.88	\$15.33	\$16.02

PREMIUMS*

General Foreperson	1.50
Working Foreperson	1.00
Acting Security Supervisor	1.50

*For actual hours worked, subject to
Article 18.4

APPENDIX "A"
SHIFT ARRANGEMENTS

Operations (Other than Environmental Services):

Day Shift: The regular work day and regular work week for full-time Employees not working on rotating shifts shall be eight (8) hours and forty (40) hours respectively. For day workers these hours will normally extend from 8:00 a.m. to 4:30 p.m. from Monday through Friday with a one-half (1/2) hour unpaid lunch period.

Rotating Shift:

Full-time Employees working on rotating shifts will work an average of forty (40) hours each week with the average being determined over a specified period of time not exceeding four (4) weeks. General shift schedules in effect at the time of signing this Agreement are acceptable to both parties.

Environmental Services:

The regular work week for all full-time Employees shall consist of five (5) consecutive days, Monday - Friday for a total of forty (40) hours per week. This will not apply to:

(a) night shifts commencing on Sunday evenings;

and will not necessarily apply to:

(b) Employees employed in operations being carried out during seven (7) days of the week;

(c) Part-time and Term Employees.

Security Services:

Day Shift: The regular work day and regular work week for full-time Employees not working on rotating shifts shall be eight (8) hours and forty (40) hours respectively. For day workers these hours will normally extend from 8:00 a.m. to 4:30 p.m. from Monday through Friday with a one-half (1/2) hour unpaid lunch period.

APPENDIX "A"
SHIFT ARRANGEMENTS

Twelve (12) hour shift arrangement:

- (a) Subject to 17.2, Employees who are assigned a twelve (12) hour shift will be scheduled to work on each of four (4) successive days, to be off work for the four (4) successive days immediately following and to alternate working and non-working periods thereafter.
- (b) Once during each six (6) month period such Employees shall be entitled to one (1) scheduled day shift off with pay at a time to be determined by the Employer after prior consultation with the individual concerned.
- (c) The day shift will normally be worked between the hours of 6:30 a.m. and 6:30 p.m. and the night shift between the hours of 6:30 p.m. and 6:30 a.m. In each of the above four (4) day periods, two (2) days of day shift will normally be followed by two (2) days of night shift.
- (d) Each shift will be of twelve (12) hours duration inclusive of **four (4)** paid breaks of fifteen (15) minutes each, it being understood that the Employee shall respond without further compensation to any call or assignment during the period of **her/his** shift. It is also understood that Employees shall be available for a "fifteen (15) minute report" at either the beginning or end of each shift without further compensation.
- (e) Overtime for such Employees shall mean time worked of at least fifteen (15) minutes in excess of their normal twelve (12) hour work shift or on a statutory holiday.
- (f) Any 'benefit' days (including but not limited to vacation; sick leave; holidays; scheduled days off with pay pursuant to 17.5) shall be equal to eight (8) paid hours.

APPENDIX "A"
SHIFT ARRANGEMENTS

Custodial Services

5:00 a.m. - 1:30 p.m.	11:00 a.m. - 7:30 p.m.
1:00 p.m. - 9:30 p.m.	12:00 p.m. - 8:30 p.m.
6:00 a.m. - 2:30 p.m.	3:00 p.m. - 11:30 p.m.
7:00 a.m. - 3:30 p.m.	4:00 p.m. - 12:30 a.m.
7:30 a.m. - 4:00 p.m.	5:00 p.m. - 1:30 a.m.
8:00 a.m. - 4:30 p.m.	

Grounds and Trucking:

7:00 a.m. - 3:30 p.m.

Mailroom

7:00 a.m. - 3:30 p.m.

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The University agrees that normally it will give two weeks notice to an Employee of any continuing change to **her/his** shift assignment.

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR

Members of Nova Scotia Union of Public and Private Employees

Purpose

The purpose of the plan is to supplement employment insurance benefits paid during periods of pregnancy leave to female members of the **NSUPE, local 21**, employed by Dalhousie University.

Term of Agreement

The term of the plan will coincide with this and future Collective Agreements.

Administration

The University will administer the plan and, subject to the provisions of the Collective Agreement and the provisions contained herein, will be the only authority for determining eligibility for benefits under the plan.

Plan Funding

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

Eligibility

Any Employee of the Bargaining Unit, as defined in the Collective Agreement, having been employed with the University for a minimum of twelve (12) months, who is granted pregnancy leave consistent in timing and duration with the Labour Standards Code of Nova Scotia, will be eligible for benefits under the plan, provided the Employee has registered at and complied with the reporting requirements of the Employment Insurance Commission and the University, and qualifies under the Employment Insurance Act for employment insurance benefits and supplementary benefits as outlined herein.

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR
Members of Nova Scotia Union of Public and Private Employees

Benefit

The benefit payable by the University under the SUB plan is a weekly amount, which combined with the employment insurance benefit and any other earnings from employment, will equal 95% of the Employee's normal authorized pro-rated annual salary from service with the University at the commencement of the pregnancy leave. Benefits will be paid up to a maximum of fifteen (15) consecutive weeks preceded by an employment insurance waiting period of two (2) weeks. The Employee will receive as the sum total of SUB payments and any other earnings, a maximum benefit equal to 95% of her normal university salary during the waiting period since employment insurance benefits will not be paid. All amounts paid under the plan will be subject to normal income tax deductions.

Benefit Non-Entitlement

1. Total benefits are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act.
2. Benefits are not payable if:
 - (a) the Employee has been dismissed or suspended without pay as per Article 33 of the **Collective Agreement**;
 - (b) the Employee has terminated her employment through resignation;
 - (c) an application is made during a period when the Employee is currently on strike, participating in picketing or concerted work interruptions;
 - (d) the Employee is on an approved leave of absence without pay;
 - (d) the Employee is receiving insurance benefits under the University's long term disability program.

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR
Members of Nova Scotia Union of Public and Private Employees

Application for Benefits

An Employee may make application to the University for pregnancy leave commencing at any time during a period of ten (10) weeks immediately preceding the specified week of birth. Application should also be made at the same time to the Employment Insurance Commission so that the employment benefits may commence at the end of the two (2) week waiting period.

A claimant for benefits under this plan must sign an undertaking with the University on the prescribed form (included in this Appendix "B") providing that:

- (a) she will return to work on the working day immediately following the expiry date of her pregnancy leave, or any authorized extension thereof, and
- (b) she will remain in the employ of the University for at least seventeen (17) weeks following her return to work, and
- (c) should she fail to return to work as provided under (a) above the University, at its option, may require her to repay the full amount of Supplementary Employment Benefits received during the entire period, and
- (d) should she leave the University's employ before seventeen (17) weeks have elapsed as provided under (b) above the University, at its option, may require her to repay a proportion of such benefits equal to that proportion of the seventeen (17) week period she has not worked.

Benefit Adjustment

If the University determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR

Members of the Nova Scotia Union of Public and Private Employees

Subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the University to the Employee.

Other Staff Benefits

A Full-time or Regular Part-time Employee shall continue to participate in the group life insurance, long term disability insurance, pension plan and may continue the dental plan, voluntary group term life insurance, voluntary personal accident insurance and Blue Cross major medical plan. The Employee's portion of the applicable premiums and pension contributions would be deducted from the Supplementary Employment Benefit payments made by the University up to a maximum of seventeen (17) weeks.

Although eligibility for long term disability benefits is maintained, benefit payments will not be made during the term of the pregnancy leave.

Modifications

The University will inform **Human Resources Development Canada** of any changes in the plan within thirty days of the effective date of the change.

Interpretation/Grievances

No question involving the interpretation or application of the **Canada Employment Insurance Commission** portion of the benefit will be subject to the formal grievance procedure provided for in the **Collective Agreement** between the University and the **NSUPE, local 21**, acting as bargaining agent for the Employees covered by the plan.

APPENDIX "B"
SUPPLEMENTARY EMPLOYMENT BENEFITS CLAIM/UNDERTAKING
(per Collective Agreement with Dalhousie/Nova Scotia Union of Public and Private Employees)

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

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

This will advise you that I am eligible for pregnancy leave and Supplementary Employment Benefits as specified in Article 31 and Appendix "B" of the above-noted Collective Agreement and hereby claim such leave and benefits for the period _____20__to _____20__ inclusive.

In consideration of the foregoing I hereby undertake:

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

If these two (2) conditions are not met, I understand and agree that the University, at its option, may require me to repay, in the first instance

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

Claimant's signature

Department Head's signature

Date of Claim

Date of Approval

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

MEMORANDUM OF UNDERSTANDING

BETWEEN: DALHOUSIE UNIVERSITY
(“University”)

- and -

THE NOVA SCOTIA UNION OF PUBLIC AND PRIVATE
EMPLOYEES
(“Union”)

Re: Service Awards/Former TUNS Employees

The provisions of this Memorandum of Agreement shall apply only to Employees in the Bargaining Unit who were employees of TUNS on March 31, 1997, employed on September 14, 1981, and shall not apply to any employee hired after September 14, 1981.

- (a) A person who is retired or who is about to be retired because of age or mental or physical incapacity shall be granted an award, the equivalent of five (5) calendar days pay at his then salary for each completed year of service. For example: A person with twenty-two (22) years service would be eligible to receive an amount equal to:

$$\frac{5 \times 22 \times \text{Last Yearly Salary}}{365}$$

- (b) If a person dies while still employed in the Employer's service, and if he would have been entitled to the Retiring Service Award had he retired from the Employer's service immediately prior to his death, the amount to which he would be entitled shall be paid to the person who is eligible to receive the deceased pension benefits or to his estate if there is no such beneficiary.

The salary which shall be used to calculate the amount of the Service Award in accordance with this Agreement shall be the salary which the Employee was receiving on the date of the termination of his employment.

FOR THE UNIVERSITY:

FOR THE UNION:

DATE: _____, 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN: DALHOUSIE UNIVERSITY
(“University”)

- and -

THE NOVA SCOTIA UNION OF PUBLIC AND PRIVATE
EMPLOYEES
(“Union”)

The above named parties agree that for those Employees who were employees of TUNS as of March 31, 1997, and who have not had a break in employment with the University, the practice of taking vacation in the year in which it is earned shall be continued, it being understood that any vacation taken but not earned shall be re-paid by the Employee to the University upon termination or retirement.

FOR THE UNIVERSITY:

FOR THE UNION:

DATE: _____, 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN: DALHOUSIE UNIVERSITY
("University")

- and -

THE NOVA SCOTIA UNION OF PUBLIC AND PRIVATE
EMPLOYEES
("Union")

Re: Work Assignment

The above named parties agree as follows:

Notwithstanding Article 15.1, the Employees listed below may be relocated temporarily in an emergency or in periods when regular University classes are not being held (including Christmas, Easter and March breaks, and the period from spring examinations to the commencement of classes in the fall). For the purposes of this clause, emergency includes fires, floods, health hazards, one-time projects (special events such as V.I.P. visits or building openings), building closures or a shortage of Employees due to illness in a building of one-half (1/2) its normal complement or three (3) Employees absent whichever is less. At the conclusion of temporary assignment, the Employees will return to their regular work location.

It is mutually agreed that this commitment to the named Employee will expire when s/he applies for and receives another position, the building is sold, or no longer exists, or his/her employment terminates.

FOR THE UNIVERSITY

FOR THE UNION

Date: _____, 2010