

Collective Agreement

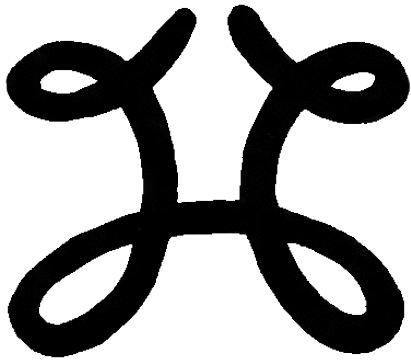
between

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

and

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

Effective: July 01st, 2023 to June 30th, 2026



StFX espi-kina'matno'kuom etek Mi'kma'ki,
wejkwa'taqanik Mi'kmaq maqamikewmuew mna'q
iknmuetu'tik.

StFX is located in Mi'kma'ki, the unceded ancestral
territory of the Mi'kmaw people.

This territory is covered by the "Treaties of Peace and
Friendship" which Mi'kmaq, Wəlastəkwiyyik (Maliseet), and
Passamaquoddy Peoples first signed with the British
Crown in 1726. The treaties did not deal with surrender of
lands and resources but in fact recognized Mi'kmaq and
Wəlastəkwiyyik (Maliseet) title and established the rules for
what was to be an ongoing relationship between nations.

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**Denotes changes from previous Collective Agreement.*

PREAMBLE

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

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

Article 1 - Definitions

1.1 For the purposes of this Agreement:

- (a) "Union" means the Nova Scotia Government & General Employees Union.
- (b) "Employer" means the Board of Governors of St. Francis Xavier University.
- (c) "Employee" means a person employed within the bargaining unit as defined in Article 3.1 and who falls within one of the following groups:
 - (i) A "Probationary" Employee is one who has been hired to occupy a full-time, part-time or sessional position within the bargaining unit and has not successfully completed the probationary period.
 - (ii) A "Regular Full-time" Employee is one who is employed to work hours of work as defined in Article 16 on a permanent basis.
 - (iii) A "Regular Part-time" Employee is one who is employed to work less than the hours per week as referenced in Article 16 on a permanent basis.
 - (iv) "Sessional" Employee is one who works full-time or part-time hours for less than twelve (12) months each year on a permanent basis. The non-working period each year is viewed as a temporary lay-off during which time the Employee shall continue to accumulate Service and Seniority. The provisions of Article 14 shall not apply to a Sessional Employee's "temporary lay-off" period. A mutually agreed condition of employment provides assurance of resumption of work in the same position.

For each year, a Sessional Employee's term shall be the same total number of weeks of continuous employment normally coinciding with the University's academic year. Furthermore, the Sessional Employee's term shall commence at the beginning of a week and end on Friday of a week unless they fall on a statutory holiday. The Sessional Employee shall be advised no later than the last day of work before their temporary lay-off of their return to work date.

- (v) A "Term" Employee is one who is not hired on a permanent basis but hired with a defined start and end date of four (4) weeks or more and not more than twenty-eight (28) months (except where extended by mutual agreement between the Employer and the Union). All provisions of the collective agreement apply to a Term Employee except for:

Article 14 - Lay-off, Recall

Article 26 – Study Leave

Article 32 – Tuition Credit

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

- (vi) A "Casual" Employee is hired to work four (4) weeks or less and is not included in the bargaining unit. However, if a Casual Employee works more than four (4) weeks, then the Casual Employee's status will change from casual to Term Employee after the four (4) week mark. The Employer will advise the Union when a Casual Employee's status changes to term. April 1 of each year, the Employer shall provide the Union with a report of Casual Employees, their classification, start and end dates of employment, and department.

- (d) A Term Position is a bargaining unit position temporarily vacated by an Employee due to a leave of absence not to exceed twenty-eight (28) months. The Employer may create a Term Position to cover fluctuations in workload not to exceed twelve (12) months. Term Positions can be filled by a Term Employee or a Regular or Sessional Employee. A Term Position can be extended if mutually agreed between the Union and Employer.

- (e) "Service" means the total, continuous employment with the Employer from the most recent date of hire.

- * (f) "Partner/Spouse" includes husband, wife or common-law partner.

- (g) "Business Day" means Monday to Friday exclusive of holidays.

- (h) "Working Day" means the regularly scheduled daily hours of work for an Employee.

- (i) "Manager or Supervisor" means the person outside of the bargaining unit to whom an Employee reports.

1.2 Seniority

- (a) "Seniority" shall be defined in accordance with the following:

- (i) Establishing Seniority as of December 1, 2009:

Seniority of Employees as of December 1, 2009 is defined as their length of continuous employment since their most recent date of hire by the Employer.

- (ii) Accumulation of Seniority after December 1, 2009:

Seniority of Employees after December 1, 2009 is defined as their length of continuous employment in the bargaining unit.

- (iii) The Employer shall prepare and provide a Seniority list to The NSGEU Local 88 executive by January 31st each year. Employees will have thirty (30) calendar days to challenge their Seniority date. If no written objection is received by the Employer, the Seniority date on the list shall be the Employee's Seniority date for all purposes following the posting of the list.
- (b) An Employee shall lose Seniority if the Employee:
 - (i) resigns;
 - (ii) is discharged and not reinstated by the grievance procedure;
 - (iii) retires;
 - (iv) is laid off for a period in excess eighteen (18) months or fails to return to work following recall.
 - * (v) the Employee has been appointed in an acting capacity to a position excluded from the bargaining unit for a period in excess of eighteen (18) months.
- * (c) An Employee shall not accrue seniority if the Employee is absent for a period in excess of twenty-eight (28) months because of illness or injury.

1.3 Gender

Unless any provision of this agreement specifies otherwise, personal pronouns including the plural shall include individuals of any gender.

Article 2 - Management Rights

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

2.3 Cases of disagreement will be dealt with in accordance with Article 12 of this Agreement.

Article 3 - Recognition

3.1 The Employer recognizes the Union as the exclusive collective bargaining agent for members of the bargaining unit as defined by the Certification Order of the Nova Scotia Labour Relations Board (#LRB6307) dated December 01st, 2009 as amended, with respect to all matters properly arising under the terms of this Agreement and all amendments thereto.

3.2 No Employee within the bargaining unit shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

3.3 Whenever a new position is created by the Employer, which the Employer deems to be included within the NSGEU, the Employer will provide written notification to the Employee Relations Officer for the NSGEU and the Local President within thirty (30) Business Days. Such notification will include an indication of the department to which the position has been assigned by the Employer. Within ten (10) Business Days of receiving notification, the Employee Relations Officer may request further clarification or may request to meet with the Employer to discuss the classification of such new positions.

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

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

3.4 The People and Culture Department shall notify, in writing, the President of the Local of all new Employees occupying NSGEU positions within ten (10) Business Days of their hiring or a current Employee's relocation or resignation.

3.5 A member of the Local Executive shall be permitted time off with pay of up to fifteen (15) minutes to meet with new Employees.

*3.6 All Employees will be provided with an electronic copy of this Agreement as soon as possible after the signing date. New Employees will be provided with an electronic copy on hire.

Article 4 - No Discrimination or Harassment

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

- 4.2 In accordance with the *Trade Union Act*, the parties to this agreement agree that there shall be no discrimination practiced with respect to any Employees by reason of membership, lack of membership or activity in the Union.
- 4.3 The Employer agrees that harassment or bullying in the workplace will not be condoned and acknowledges its responsibility to address alleged or actual harassment or bullying. The Employer shall maintain a policy on harassment and discrimination covering personal, sexual and harassment based on the protected grounds as set out in the *Nova Scotia Human Rights Act*.

Article 5 - No Strikes or Lockouts

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

Article 6 - Union Security/Check-Off

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

Article 7 - Union Representation

- 7.1 The Employee Relations Officer for the Union shall have access to Employer premises (on a cost recovery basis if applicable) to meet with members or to discuss Union business with the Employer following notification to the Director, People and Culture or designate. Such access shall not interfere with the progress of work or the operations of the University.
- 7.2 The Employer and the Union recognize the importance of the officer's and steward's role in assisting the Employer's representative and the Union members in carrying out the provisions of the Agreement. It is, therefore, agreed that the Union may appoint officers and stewards from members of the bargaining unit.
- 7.3 It is understood that the officer's and steward's duties shall in no way conflict with their

Employer duties. They shall be allowed reasonable time off during working hours without loss of pay to assist Employees in processing grievances or other workplace concerns. Normally, these meetings will not take more than one hour. Officers or stewards will not absent themselves from their regular duties to deal with grievances or other workplace concerns without first obtaining permission from their Manager or Supervisor. When resuming their duties, they shall report to their Manager or Supervisor.

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

- 7.4 The Employer agrees to allow the Local Executive to meet within regular working hours without suffering loss of pay for up to two hours per month. The meeting times must be approved in advance by the Employee's Manager or Supervisor.
- 7.5 The Union Local agrees to keep the Employer informed of its current list of officers and stewards, and shall within fifteen (15) Business Days of any change, deliver the names, addresses, and telephone numbers to the Director, People and Culture, or designate.
- 7.6 Where operational requirements permit, and on reasonable notice, the Employer shall grant leave with pay for three (3) representatives from the bargaining unit for the purpose of attending contract negotiation meetings with the Employer.
- 7.7 The Employer agrees to provide space for a monthly meeting of the Local (if available and on a cost recovery basis if applicable). The Employer further agrees to allow all members of the Local a common meeting time over a lunch hour (either 12:00 to 1:00 p.m. or 1:00 p.m. to 2:00 p.m.) to attend such meetings and allow staff to reschedule their lunch to accommodate meeting times.
- 7.8 The Employer shall provide visible bulletin board space and permit the Local to use the University email system (NSGEU email distribution list) for the posting of notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs. The Employer reserves the right to monitor, disable or manage access to all University owned technology.

Article 8 - Time off for Union Business

- 8.1 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without pay to Employees for the purpose of conducting Union business not to normally exceed more than fifteen (15) Working Days per year. Such permission shall not be unreasonably withheld. Service and Seniority shall accumulate for such leave for all purposes.
- 8.2 (a) An Employee elected or appointed as President of the Nova Scotia Government and General Employees Union, or selected as the second executive officer off the job may be given a leave of absence without pay for one term (3 years) of office. During such time, the Employee's Seniority will be maintained but benefits will be interrupted. The Employee will be entitled to be maintained in the pension plan, with the Employee being responsible for both the Employee and the Employer contributions. Any future terms will be through mutual agreement.
- (b) Upon expiration of the Employee's term of office, the Employee shall be

reinstated in the position held immediately prior to the commencement of leave, or in another position, as per applicable provisions of the Collective Agreement, with not less than same wages and benefits. Notwithstanding any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be Service with the Employer for all purposes.

Article 9 - Probationary Period

- 9.1 All new Employees shall be regarded as Probationary Employees for the first six (6) months of employment. If the Probationary Employee accepts a position which is dissimilar to the position in which the Employee was hired, they shall serve an additional one (1) month probationary period. The six (6) month probationary period may be extended, with thirty (30) days written notice to the Union, up to an additional three (3) months. It is recognized, that a Probationary Employee is serving a trial period to determine competence and suitability for a particular position and may be terminated if, in the Employer's judgment, they do not meet reasonable standards established by the Employer.
- 9.2 Half way through the Employee's probationary period, the Manager or Supervisor shall review the Employee's performance. A copy of the interim Probationary Review Form will be provided to the Employee and copied to People and Culture for the Employee's personnel file. At the end of a probationary period, the Employee's work performance shall be formally reviewed by the Manager or Supervisor and provided to the Employee in writing at that time.
- 9.3 A Probationary Employee shall be entitled to all rights and privileges of the Collective Agreement.
- 9.4 A Probationary Employee whose employment is terminated by the Employer for reasons other than willful misconduct, disobedience or neglect of duty shall be given a minimum of one (1) week prior notice of such termination, or payment in lieu thereof.

Article 10 - Discipline, Suspension and Discharge

- 10.1 No Employee shall be disciplined or discharged except for just cause. Notice of discharge shall be consistent with the provisions of Article 10.8.
- 10.2 A Union representative must be present at a meeting with management where the Employer expects to be seeking information from the Employee that could lead to disciplinary action against the Employee. Arrangements for the attendance of a Union representative at such meetings shall be made in accordance with Article 7.3.
- 10.3 When an Employee has been disciplined or discharged, the Employee shall be notified in writing stating the reasons thereof within three (3) Business Days of the discipline or discharge. A copy of the disciplinary action will be forwarded to the President of the Local and to the NSGEU Employee Relations Officer.
- 10.4 Where an Employee alleges that they have been suspended or discharged in violation of Article 10.1, a grievance may be filed at Step Two of the grievance procedure.
- 10.5 Where it is determined that an Employee has been disciplined or discharged without just cause, all records held by People and Culture and the Employee's department dealing with such discipline or discharge shall be removed from the files. The Employer will

destroy such records provided twenty-four (24) months has elapsed since the discipline or discharge. References if any, to such discipline or discharge on documents required for bona fide administrative purposes shall not be released to unauthorized persons and under no circumstances shall be used to the disadvantage of the Employee concerned.

- 10.6 There shall be an official personnel file maintained in People and Culture. An Employee may have access to their personnel file in the presence of the Director, People and Culture or appointed designate. The Union may be provided with a copy of an Employee's personnel file provided written authorization has been given by the Employee. Managers or Supervisors reserve the right to maintain a working file on each Employee within their area of responsibility.
- 10.7 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document not in the official personnel file of an Employee at the time of filing.
- 10.8 (a) Written discipline or performance related concerns placed in an Employee's official personnel file will not be valid after twelve (12) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- (b) A disciplinary suspension placed on an Employee's official personnel file will be removed after twenty-four (24) months have elapsed since the disciplinary suspension was taken provided that no further disciplinary action has been recorded during this period.
- 10.9 If notice of termination has been given in accordance with this article, the Employer shall pay the Employee all pay to which they are entitled at the expiry of the period of notice.

Article 11 - Job Posting

- 11.1 (a) All Term positions anticipated to be at least 4 weeks duration, permanent or new vacancies shall be posted by the Employer for at least five (5) Business Days prior to the expiry date specified. The posting shall be sent online to the staff listserv, People and Culture job postings site and other external media as appropriate. An exception to this process is made for term positions intended to backfill for sick leaves (sixteen (16) weeks in duration or less).
- (b) Information on the posting will include:
- (i) position title and classification;
 - (ii) hours of work and/or shift schedule;
 - (iii) salary range;
 - (iv) functional summary;
 - (v) required education and designations;
 - (vi) required experience and core skills sets;
 - (vii) other qualifying skills and/or abilities which are pertinent to the job; and,

- (viii) posting date and expiry date of posting.
 - (c) The Employer shall supply a copy of all postings to the Union.
- 11.2
- (a) The Employer wants to attract the best qualified candidates for all positions. Both parties agree that the interests of the Employer are better served by providing current Employees with opportunities for promotion and career progression. Therefore, external applications will not be considered until after bargaining unit members who meet the posted job qualifications are considered.
 - * (b) With the agreement of the union, the Employer may designate a position(s) as being reserved for members of historically disadvantaged groups (on the basis of sexual orientation, gender, gender expression, gender identity, race, ethnic or national origin, Indigeneity or disability).
 - * (c) The Employer may designate a position(s) as being reserved for members of historically disadvantaged groups (as defined in 11.2 (b)) for the purposes of considering external candidates as laid out in Article 11.5.
 - (d) Employees who have successfully completed their probationary period may apply as an internal candidate.
 - (e) Term Employees who do not hold a permanent position in the Bargaining Unit cannot apply for other Bargaining Unit positions unless that position has a start date within six (6) weeks of the end of their current term.
 - (f) Permanent Employees who hold a Term position cannot apply for other Term positions unless that position has a start date within six (6) weeks of the end of their term.
- 11.3
- (a) Interviews will only be offered to the top three (3) applicants for each open position with the most Seniority and who meet the required education, skills and experience levels for the position, as per the job posting. All other internal applicants will be notified as to why they were not considered amongst the top three (3) applicants, either because of seniority or lack of qualification.
 - (b) Among competing internal applicants for a posted vacancy, the Employer shall consider education, experience, and past documented performance, relevant to the requirements of the job posting. Where the applicants are equally qualified, the most senior Employee shall be offered the position first.
 - (c) Where an internal Employee is a successful candidate for a job vacancy or new position carrying the same or higher classification, there shall be no decrease in salary as a result of the move.
 - (d) If selected for a Term Position, a Regular or Sessional Employee shall maintain their regular or sessional status and have the right to return, at the expiry of the term assignment, to their former position in their same classification, pay level and hours of work.
- 11.4
- Following interviews, where an Employee has not been offered the position, the Employee shall be notified within five (5) Business Days of the decision. Upon request, the Employee may meet with People and Culture to be provided feedback. The

Employee may request Union representation be present.

- 11.5 In the event that internal candidates do not possess the required education, skills, experience and past documented job performance, external candidates who meet the posted job qualifications will be considered.
- 11.6 A Regular or Sessional Employee who accepts a Term or permanent position in the bargaining unit shall serve a thirty (30) Business Day trial period in the position. During this period, should the Employee's performance not be satisfactory, or if the Employee wants to return to their former position, the Employee will return to their former bargaining unit position at the same classification, pay and hours of work. The then vacant position will be awarded to the next most senior qualified applicant. If there are no other qualified internal applicants, external applicants will then be considered.
- 11.7 When a vacancy is not filled, and where the position is not under active recruitment for a period of two (2) months following the expiry date of the posting, the position shall be reposted as per Article 11.1. If the posting is deferred, the Employer will inform the Union in writing of its decision.
- 11.8 The Employer will advise the Union as soon as reasonably possible of the elimination of vacated bargaining unit positions.

Article 12 - Grievance and Arbitration Procedure

12.1 Grievance Procedure – Individual or Group Grievance

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

No grievance shall be processed through the grievance procedure which is not initiated by the grievor within twenty (20) Business Days after the incident giving rise to the grievance, except where the Employee is not aware of the incident giving rise to the grievance, in which event the grievance must be initiated within twenty (20) Business Days after the affected Employee becomes aware of the incident giving rise to the grievance.

- (b) **INFORMAL PROCEDURE**

An Employee who feels they may have a grievance shall first discuss the matter with the first line of supervision outside of the bargaining unit. The Employee may have the assistance of a steward in presenting the matter if they so wish. The Manager or Supervisor shall respond to the grievance within five (5) Business Days of the Employee's presentation of the matter.

- *(c) **FORMAL GRIEVANCE PROCEDURE**

STEP ONE:

Where the Employee finds that the informal procedure as described in Section 12.1 (b) does not resolve the matter, or if the Manager or Supervisor has not responded within the time limits of the informal procedure, the Employee shall

present their formal grievance, in writing, to the Director or department head with a copy to the Manager or Supervisor and to the Director, People and Culture within five (5) Business Days from the date the response was due under Section 12.1. The Director or department head shall reply in writing to the Union representative and Employee, with a copy to the Director, People and Culture and to the Manager or Supervisor no later than ten (10) Business Days after receiving the written formal grievance.

STEP TWO:

If the grievance is not resolved at Step One, the grievance may be submitted in writing to the Director, People and Culture or designate within five (5) Business Days of the time a decision under Step 1 was or should have been received. The Director, People and Culture shall meet with the Union representative and the grievor within ten (10) Business Days after the written response of the Director or department head was received. The Director, People and Culture or designate shall reply in writing within (5) Business Days.

FINAL STAGE:

If a satisfactory resolution of the grievance is not reached as a result of the meeting provided in Step Two, either the Employer or the Union, by written notice served on the other party, may submit the grievance to arbitration in accordance with the arbitration procedures outlined herein.

12.2 Grievance Procedure – Policy Grievance

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

12.3 Arbitration Procedure

- (a) Either of the parties may, after exhausting the grievance procedure, notify the other party within twenty (20) Business Days of the receipt of the reply at Step Two or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.
- *(b) In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.
- *(c) If the Union and the Employer fail to agree upon the appointment of the arbitrator within seven (7) Business Days of notice of arbitration, either party may request the Minister of Labour and Advanced Education for Nova Scotia to appoint an arbitrator.

- *(e) The arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of thirty (30) Business Days from the appointment of the arbitrator.
- (f) Arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an Employee.
- *(g) Each party shall pay one-half the fees and expenses of the arbitrator.
- *(h) The arbitrator has the power to order pre-hearing disclosure of relevant documents at the request of one party to the arbitration with notice to the other affected party.

12.4 Grievance and Arbitration Time Limits

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

Article 13 - Labour Management Committee

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

Article 14 - Lay-off, Recall and Severance

- 14.1 Employees can be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function.

In the event of lay-offs, Employees shall be laid off in the reverse order of their Seniority providing the senior Employees have the necessary qualifications, skills and experience

for the position and is qualified to perform the remaining work following a reasonable familiarization period.

The parties agree that multiple layoff notices may be issued in unison.

*14.2 Reorganization and Restructuring

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

In the event of Employer initiated restructuring that results in functional redundancies, the Employer will seek voluntary resignations from those in the same job first. Employees will have ten (10) Business Days from the Employer's offer of voluntary severance to advise the Employer that they want to resign with severance.

*14.3 Notification to the Union

Prior to any Employee being issued a lay-off notice, the Employer will provide the Union with a list of vacant positions, number of the Employees to be laid off, the options to be provided to the Employee or Employees, and a list of Employees with their hourly and annual rates of pay, job titles, employment status, salary band, weekly hours, descriptions and Seniority dates. The information will be kept confidential to the Union prior to Employees receiving their lay-off notice. The Employer will advise the Union of any changes to the above-noted information prior to issuing any lay-off notice.

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

*14.4 Notice Periods

The Employer agrees to provide any Employee who is to be laid-off with the following notice, or pay in lieu of notice as follows:

- (a) Twenty (20) Working Days' notice in writing to the Employee if the Employee has less than ten (10) years of Service.
- (b) Forty (40) Working Days' notice in writing to the Employee if the Employee has ten (10) or more years of Service.

*14.5 Redeployment and Displacement

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

- *(a) a vacancy in any position for which the Employee is qualified and is of the same band, employment status and equivalent hours.
- *(b) If there are no vacant positions available, displace the Employee with the least seniority with the same equivalent hours and employment status (i.e., full time,

part time, sessional) for which they are determined by the University to be qualified, in the following sequence:

- (i) In their own job title,
- (ii) In their own salary band, or
- (iii) In any other lower salary band within the bargaining unit.

If a full time Employee has exhausted the above options, the full time Employee may exercise their seniority as described above for part time and Sessional positions in the same sequence.

- (c) In the event an Employee is displaced into a lower band position, the Employee will be placed at the step closest (next highest) to their current rate not exceeding step ten of the lower band.
- (d) A laid off Employee who accepts a vacant term position as their option will, at the expiry of the term, repeat the process as outlined in 14.5(a and b).
- (e) In the event a junior Employee is displaced, it is understood that they shall receive notice of lay-off and the above-noted process will apply. In such instances, the displaced Employee will be entitled to elect options in order of Seniority.
- (f) At any point in the process, the Employee can opt to go on the recall list.
- *(g) The Employee opting for redeployment or displacement must have the necessary qualifications, skills, and experience for the position and is qualified to perform the work following a reasonable familiarization period. It is agreed that the criteria above will be determined by the Employer according to objective standards reflecting the functions of the job concerned.

- 14.6 The Employee who has received notice of lay-off shall, within ten (10) Business Days of receipt of such notice respond. The layoff notice will outline the options available to the Employee as a result of the layoff per Article 14.5.

In multiple lay-off situations, the notice of lay-off will specify that some options may not be available at the time the Employee elects an option. In cases where an Employee with more Seniority has the same option, Employees will be asked to rank each vacancy in order from the Employee's first choice to the Employee's last choice.

Employees will elect options in order of Seniority. In cases where the Employee's options change from the notice of lay-off, the Employee will have two (2) Business Days to make an election after the Employee is notified of their final options.

If an Employee has not had the opportunity to make an election as of their last date of working notice, the Employee's period of working notice or pay in lieu of notice shall continue until the Employee makes an election. If an Employee fails to make an election within two (2) Business Days after receiving their final options, the Employee will be deemed to have resigned with severance, unless NSGEU and the Employer agree to an extension for the Employee to make their election.

- 14.7 Employees who have been given notice of lay-off shall be eligible upon request for reasonable training at the Employer's expense to develop their job skills if the provision of such training would assist in their placement and/or recall. Such a request shall not be unreasonably denied even though such training program or course may extend beyond the final date of the notice period of lay-off, with the understanding that, under normal circumstances, salary and benefits shall not continue beyond the final date of the notice period of lay-off. This shall not prevent the Employee from proposing a cost sharing arrangement with the Employer if they are requesting training that goes beyond a reasonable amount of training.
- 14.8 An Employee's name shall be placed on the recall list for eighteen (18) months beginning the day after the expiry of their notice of layoff, if they choose that option, or if there are no continued employment options available to the Employee. Recall to a vacant position shall be in order of Seniority, providing the Employee has the necessary qualifications, skills and experience for the position and is qualified to perform the work following a reasonable familiarization period. It is agreed that qualifications will be determined by the Employer according to objective standards reflecting the functions of the job concerned. However, an Employee, regardless of Seniority, has the right to be returned to their own position, should the same become available throughout the recall period.
- 14.9 The Seniority of an Employee shall be forfeited when an Employee, upon notice of recall, fails to return to work following recall within five (5) Business Days, if unemployed, and ten (10) Business Days, if employed; or is laid off for a period in excess of eighteen (18) months. The Employee shall not lose recall rights if they refuse a vacancy during the recall period that is at a lower level, a position with a lower full-time equivalency, or a term position. Notification of recall shall be in writing and be forwarded by registered mail to the Employee's last known address on file with People and Culture. It is the responsibility of the Employee to keep the Employer informed of their current mailing address.

*14.10 Severance

- (a) An Employee who has received notice of layoff or who is on the recall list, may resign with severance at any step in the lay-off process at three (3) weeks pay for each year of Service to a maximum of fifty-two (52) weeks and a minimum of eight (8) weeks pay. An Employee shall be entitled to severance pay at the expiry of their recall period.
- (b) A laid off Employee who is not on the recall list and who resigns with severance will also be entitled to receive:
- (i) Continuation of 100% Employer funded health and dental coverage for the number of weeks used to calculate the severance payment.
 - (ii) Continuation of tuition benefit eligibility for one additional academic year.
 - (iii) Access to EFAP services for the number of weeks used to calculate the severance, including financial and career counselling.

- *14.11 Should the Government and/or the University initiate a program with greater benefit than provided in this Article for any other non-faculty group, the greater benefit shall apply.

Article 15 - Contracting Out or Work outside the Bargaining Unit

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

Article 16 - Hours of Work

- 16.1 The hours of work for Regular or Sessional full time Employees as of the date of signing of this Agreement shall continue for the duration of this agreement unless mutually agreed to change in accordance with 16.2.

The work hours shall be one (1) of the following:

- (a) Seven (7) hours a day, thirty-five (35) hours a week; or
- (b) Seven and one half (7.5) hours a day, thirty-seven and one half (37.5) hours per week; or
- (c) Eight (8) hours a day, forty (40) hours per week.

Hours of work for all Regular or Sessional full time vacancies shall be thirty-five (35.0) hours per week unless operational needs require additional hours.

Existing work weeks of thirty-two and one half (32.5) hours a week will be maintained on mutual agreement.

- *16.2 Hours of work of Regular or Sessional Employees may increase/decrease if mutually agreed between the Employee, the Manager or Supervisor, the Employer's People and Culture Department and the Union. People and Culture will provide the Employee and the Union with a copy of the agreement within fifteen (15) working days. In the event the request is denied, People and Culture will provide the Employee and the Union with notification of the denial within fifteen (15) working days.
- 16.3 Daily hours of work shall be exclusive of unpaid meal periods but inclusive of paid break periods. Employees are entitled to two (2) fifteen (15) minute paid break periods throughout the work day. Employees are entitled to a one (1) hour lunch period to be scheduled where circumstances permit as close as possible to the middle of the day.
- *16.4 Full-time Employees may work flexible hours provided operational requirements permit and the provision of services is not adversely affected. The request shall be made to and approved by the Manager or Supervisor. A Manager or Supervisor may request an Employee work flexible hours of work if the Employee is agreeable or where the job description requires flexibility in the hours of work. Requests under this clause will not be unreasonably denied.
- 16.5 The hours of work for part time Employees as of the date of signing of this Agreement shall continue for the duration of this collective agreement. Paid break periods provided for in Article 16.3 will be calculated on a pro-rata basis.
- 16.6 Employees shall be entitled to at least two consecutive days of rest during each seven (7) day period.

- 16.7 (a) The Employer recognizes the importance of maintaining consistent and regular work schedules for Employees and agrees to keep changes to a minimum.
- (b) The Employer shall provide at least thirty (30) calendar days' notice of an ongoing change in an Employee's work schedule including change to start and finish time, or change in work week. An Employee's work schedule may be changed with less than thirty (30) calendar days' notice when there is mutual agreement of the Manager or Supervisor and the Employee concerned.

Article 17 - Overtime, Stand-by and Callback, Shift and Weekend Premiums

17.1 Overtime means all work outside of an Employee's regularly scheduled work day that is approved in advance by the Manager or Supervisor. The Employer agrees to give a minimum of one (1) hour's advance notice of overtime as circumstances permit. In all circumstances where overtime stand-by or call back work is requested of an Employee, the Employee may refuse such work for exceptional personal circumstances.

17.2 *(a) An Employee who is required to work overtime fifteen (15) minutes beyond the Employee's normal daily hours of work shall be paid at the rate of time and one half (1 ½) the normal hourly rate of pay for all such overtime work. In computing overtime compensation, a period of fifteen (15) minutes or less shall be counted and paid as one complete quarter hour. Overtime compensation shall be based on the rate of pay in effect at the time the overtime is worked.

Where an Employee is required to work overtime on one or both of their normal days of rest, the following provisions apply:

- (i) Where the Employee is required to work six (6) consecutive days, the Employee shall be paid time and one half (1 ½) the normal rate of pay for all such overtime work.
- (ii) Where the Employee is required to work seven (7) consecutive days, the Employee shall be paid at time and one half (1 ½) on the sixth (6th) day of work and at two times (2x) their normal hourly rate for all overtime worked on the seventh (7th) day.
- (iii) Where the Employee works five (5) days, and has the choice to have one (1) day of rest and works on the seventh (7th) day, the Employee shall be paid time and one half (1 ½) the normal rate of pay for all such overtime work.
- (iv) Where the Employee works five (5) days, and is required by the Employer after one (1) day of rest to work on the seventh (7th) day, the Employee shall be paid time double (2x) the normal rate of pay for all such overtime work.

In all cases, on the Employee's next working day (i.e. the start of their next regular work week) they will be paid at regular time.

- (b) Overtime will be assigned on a rotating basis from the names appearing on a departmental Seniority list. If the most senior Employee refuses the overtime, the work will be offered to the next name on the list.

- (c) Where the overtime work is work that is a continuation of work being performed during regular working hours, or work normally performed by a particular Employee, such work shall be assigned to the Employee normally performing such work.
 - (d) Where the Employer is unable to have the work performed in accordance with (b) and (c) above, the Employer may designate an Employee to do the work in reverse order of Seniority.
- *17.3 (a) Taking into account operational requirements, the Employer will grant compensation for overtime hours worked in equivalent time off at the applicable rate. Employees may, in the alternative, advise their supervisor that overtime will be paid at the applicable rate prior to the commencement of overtime.
- (b) Overtime banks will be reviewed by the Employer bi-annually (January 30th and July 30th). Any lieu banks over eighty (80) hours shall be paid down to a balance of eighty (80) hours.
- 17.4 An Employee, who is required to work a minimum of three (3) hours' overtime following their scheduled hours of work and where it is not practical for them to enjoy their usual meal break before commencing such work, shall be granted thirty (30) minutes with pay as a meal period and shall be provided with a meal or a fifteen (\$15.00) dollar meal allowance. When overtime, worked outside of an Employee's regularly scheduled work week, prevents the taking of a meal break, the Employee shall be credited with thirty (30) minutes of pay at the overtime rate and provided a meal or a fifteen (\$15.00) dollar meal allowance.
- 17.5 The Employer shall not require an Employee to work an unreasonable amount of overtime against their wishes.
- *17.6 Stand-By
- (a) Employees who are required by the Employer to stand-by shall receive stand-by pay in the amount of fifteen dollars (\$15.00) for each stand-by period of eight (8) hours or less. Stand-by pay shall apply where an Employee is assigned to carry a cell phone or other electronic messaging device or be available at a known telephone number for a stand-by period assigned by a Manager or Supervisor.
 - (b) No compensation shall be granted for the total period of stand-by if the Employee is unable to report for duty when required.
- 17.7 Call Back
- (a) When an Employee is called back and reports for work after leaving their place of work for the day, and such recall has not been scheduled prior to leaving work, the Employee shall be compensated a minimum of four (4) hours pay at their straight time rate for the period worked or the applicable overtime for the hours worked, whichever is greater.
 - (b) When an Employee is called at home by the Employer, outside their scheduled working hours, and is required to perform a service for the University from home,

they will be paid at the applicable overtime rate for the hours required to perform the work, for a minimum of thirty (30) minutes at the applicable overtime rate.

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

*17.9 Shift Premiums

An Employee will receive a premium of one dollar (\$1.00) per hour for all hours worked between 6 pm and 7 am. This premium shall not apply to overtime hours.

Article 18 - Sick Leave

18.1 Sick leave is intended as a form of insurance to compensate Employees for loss of earnings due to illness or injury, which prevents the Employee from performing work for the Employer.

18.2 Sick leave covers absence due to illness or injury. Sick leave also includes scheduled professional examination and treatment by a dentist or medical practitioner.

18.3 All Employees shall accumulate paid sick leave at the rate of one and one-half (1 1/2) days for every month an Employee is employed to a maximum of ninety (90) Working Days. Employees may access their sick leave entitlements in hourly increments.

18.4 An Employee who is or who will be off on sick leave must notify their Manager or Supervisor or department, as soon as the Employee is aware that such absence will be required. Employees must indicate the expected duration of the absence, if known. Any change in the information provided must be communicated to the Manager or Supervisor as soon as the Employee is aware of the change.

*18.5 The Employer may require an Employee to provide a medical statement from a medical practitioner for sick leave longer than five (5) consecutive Working Days. The medical statement may be provided either to the Employee's managing supervisor or the People and Culture Department. The requirement for a medical statement must be communicated to the Employee before they return from sick leave.

18.6 Where an Employee's sick leave is frequent or there is a pattern of absences, the Employer may require an Employee to provide a medical statement from a medical practitioner. An Employee may also be required to undergo, without cost to the Employee, medical examination(s) by a medical practitioner of the Employer's choice.

*18.7 Prior to an Employee's return to work from medically-related absence for a major illness or injury, the Employer may require the Employee to provide a medical statement from a medical practitioner, physician or specialist, confirming the Employee's ability to return to work and describing any continuing job-related restrictions or limitations on the Employee's fitness to perform their responsibilities. The Employer may require a sufficient review period in order to assess any workplace accommodations which may be required.

18.8 Where the Employer requests a medical statement from an Employee, the Employer

shall reimburse the Employee for the cost provided a receipt is provided.

- 18.9 When an Employee reports for work following a medically supported (see Article 18.5 – medical statement) extended sick leave of up to twenty-eight (28) months, they shall resume work in the same or comparable position to that which they held prior to the commencement of their sick leave, provided a minimum of two (2) weeks advance notice of their return is given.

Article 19 - Holidays

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

New Year's Day
Nova Scotia Heritage Day
Good Friday
Victoria Day
Canada Day
1st Monday in August
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
1/2 day for Christmas Eve
Christmas Day
Boxing Day
1/2 day for New Year's Eve

as well as any other day declared a holiday by the President or enacted by the Provincial government. If any of the holidays listed above occurs during the weekend, the Employer shall declare a weekday as a holiday, in lieu thereof.

- 19.2 All Regular and Term Full-time Employees are entitled to all paid holidays. For purposes of compensation a one-day holiday shall be equal to the Employees daily hours (i.e.: six and one-half hours (6 ½), seven (7), seven and one-half (7 ½), and eight (8)).
- 19.3 Regular and Term Part time Employees are entitled to time off for paid holidays on a prorata basis according to their regularly scheduled hours. In the case of a full day holiday, entitlement would be one fifth (1/5) of their regularly scheduled weekly hours.
- 19.4 Sessional Employees are entitled to paid holidays during the period they are actively employed on the same basis as regular staff.
- 19.5 Where a day is a paid holiday for an Employee as defined in Article 19.1 falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 19.6 Where an Employee is scheduled to work on a paid holiday as defined above, the Employee shall be paid two times (2x) their normal hourly rate of pay for all hours worked on the holiday in addition to the holiday pay.

Article 20 - Vacations

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

- (a) Employees with less than three (3) years of Service shall be granted one and one quarter ($1 \frac{1}{4}$) days per month to a total of fifteen (15) Working Days.
- (b) Employees with three (3) or more years of Service shall be granted one and two third ($1 \frac{2}{3}$) days per month to a total of twenty (20) Working Days.
- (c) Employees with ten (10) or more years of Service shall be granted two and one twelfth ($2 \frac{1}{12}$) days per month to a total of twenty five (25) Working Days.
- (d) Employees with twenty (20) or more years of Service shall be granted two and one half (2.5) days per month to a total of thirty (30) Working Days.

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

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

*20.4 Full-time continuing Employees will also receive additional days off with pay to coincide with the University's annual December/January Closure to provide the Employee with uninterrupted time off. Employees scheduled to work on these days will be granted a day off with pay at some other time. Premium pay, other than for normal overtime, will not apply for work on these days.

20.5 Employees shall receive an additional five (5) working days of leave in their 3rd, 10th, and 20th years of service. These working days will be available in full on July 1 of the year they reach each milestone. This is distinct from the employee's vacation entitlement and is not eligible to be carried forward or paid out.

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

- 20.7
- (a) In order to exercise Seniority for choice of vacation dates, an Employee shall advise the Employer in writing of their vacation preference for the upcoming vacation year before May 15. The Employer will respond in writing by June 15 indicating whether or not the Employee's vacation requested is authorized. Preference of vacation schedule shall be given to those Employees' with greater Seniority.
 - (b) Subject to operational requirements of the service, the Employer shall make every reasonable effort to ensure that an Employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the Employee's written request, the Employer shall give the reason for the disapproval.
 - (c) Where an Employee has not submitted their vacation request in accordance with Article 20.3 or is unable to take their vacation during the period in which it was scheduled to be taken, such Employee may make written request to schedule vacation on a first come, first served basis.

- *20.8 Except as otherwise provided in this collective agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Manager or Supervisor be carried over to the following year. Requests for carry over entitlement shall be made in writing by the Employee to the Manager or Supervisor not later than one (1) month before the end of the vacation year. The Manager or Supervisor shall respond in writing within two (2) weeks of receiving an Employee's request. Carryover will not be granted in situations where the Employee had reasonable opportunity to take their vacation entitlement but chose not to do so.
- 20.9 Employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year as approved in writing by an Employee's Manager or Supervisor.
- 20.10 *(a) All Sessional Employees receive vacation pay in their bi-weekly cheques and not paid vacation time. Those who have three (3) years Service or less shall receive vacation pay of 4.0% of their gross income in their bi-weekly cheques. All Sessional Employees who have three (3) or more years of Service shall receive 6.0% of their gross income in their bi-weekly cheques. All Sessional Employees who have ten (10) or more years of Service shall receive 8.0% of their gross income in their bi-weekly cheques. All Sessional Employees who have twenty (20) or more years of Service shall receive 10.0% of their gross income in their bi-weekly cheques.
- (b) In addition to the entitlement in Article 20.6 (a), all Sessional Employees will be paid for a week's time during the University's Christmas break plus holidays as referred to in Article 19.
- (c) Any Sessional Employee as of the date of signing of this Agreement who has vacation pay entitlement that is more than Article 20.6 (a) shall continue to receive the vacation pay while they are employed as a Sessional Employee.
- 20.11 An Employee, terminating their employment shall be entitled to payment of salary or wages in lieu of any accumulated but unused vacation time and will payback vacation used but not earned.

Article 21 - Leaves of Absence Without Pay

- *21.1 Subject to the needs of the University, an Employee may be granted an unpaid leave of absence normally for a period of up to one year in length, upon the approval of their Manager or Supervisor and People and Culture. During the period of leave, the Employee's position will be held open until they return. These leaves cannot be requested when the Employee is offered a permanent position within another area of the University.
- 21.2 Employees may request such leave in writing to their Manager or Supervisor. The written request must contain the proposed start and end dates of the leave and the reason for the leave request. The proposal will then be reviewed by the Manager or Supervisor in consultation with People and Culture and the Manager or Supervisor will respond in writing (copy to People and Culture) with the decision.
- 21.3 Employees may continue benefit coverage in accordance with the eligibility rules of each benefit. Arrangements for payment for the continuance of the coverage must be made in advance of the leave through People and Culture.

- 21.4 It is compulsory for Employees holding sessional positions to continue benefit coverage during their sessional leave in accordance with the eligibility rules of each benefit.
- 21.5 An Employee, while on leave of absence may not change the approved dates of the leave without prior approval of the Manager or Supervisor and the Director, People and Culture.
- 21.6 During any unpaid leave of absence including long term disability, an Employee shall continue to accumulate Service and Seniority. However, the Employee on an unpaid leave of absence will not accumulate sick leave credits and monthly vacation entitlement during the unpaid leave of absence period.

Article 22 - Bereavement Leave

- 22.1 In the event of the death of a Partner/Spouse, Child, Parent, Sibling, Step-parent, Parent-in-law, Child for whom the Employee is designated as a legal guardian or ward of the Employee, Step-child, Child-in-law, Step-sibling, Sibling-in-law, Grandparent, Grandchild, or any family member living with the Employee, the Employee shall be entitled to a leave of absence with pay of not more than five (5) Working Days taken at the time of death. The Employer may extend this leave if extenuating circumstances prevail.
- 22.2 In the event of the death of an Aunt/Uncle, First Cousin, Nephew/Niece, Great-Grandchild, or Great-Grandparent, the Employee shall be entitled to a leave of absence with pay of not more than three (3) Working Days taken at the time of death. The Employer, however, may extend this leave if extenuating circumstances prevail.
- 22.3 If a death occurs in the Employee's family as defined in Article 22.1 or 22.2 when the Employee is at work, the Employee shall be granted leave of absence with pay for the remainder of their scheduled shift. This leave is in addition to the entitlements in Article 22.1 or 22.2.
- 22.4 An Employee who has taken bereavement leave pursuant to Article 22.1 or 22.2 shall be entitled to a maximum of two (2) additional Working Days for travel to a funeral, memorial service or burial that occurs after the bereavement leave. The additional paid time shall be based on the total travel time from the Employee's residence to and from the funeral, memorial service or burial.
- 22.5 An Employee who is not eligible for bereavement leave pursuant to Article 22.1 or 22.2 shall be entitled to leave with pay to attend a funeral, memorial service or burial service, provided the Employer is able to grant the time off within operational requirements.
- 22.6 If death occurs during an Employee's vacation or sick leave, the bereavement leave to which he is entitled as provided for in paragraphs above, will be counted as such and said days will be added to his vacation or sick leave.

Article 23 - Personal Days

- 23.1 Employees shall be entitled to up to five (5) Working Days per vacation year to attend to personal matters. The days will be prorated on an hourly basis for Sessional, newly hired and Part-time Employees based on the amount of time worked by the Employee in the vacation year.

- 23.2 Employees will not be required to provide reasons for the paid leave, but are required to inform their Manager or Supervisor as soon as the Employees are aware that they will require time off. These days do not accumulate and do not roll forward from one vacation year to the next.

Article 24 - Leaves in Accordance with the Nova Scotia Labour Standards Code

- 24.1 Employees shall be entitled to compassionate care leave in accordance with the *Nova Scotia Labour Standards Code* Including, but not limited to:

- (a) Compassionate Care Leave;
- (b) Critically Ill Child/Adult Care Leave; and,
- (c) Crime-related Child Death and Disappearance Leave.

Employees wishing to take one of the above leaves should contact People and Culture.

- 24.2 Domestic Violence Leave

The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Employees shall be entitled to unpaid leave up to the maximum outlined in the *Labour Standards Code*. The first two (2) weeks of this leave will be paid provided the Employee meets the eligibility criteria in the *Labour Standards Code*.

- (a) Confidentiality

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

- (b) Protection from discipline and adverse action.

The Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

- (c) Workplace Policy

The Employer will amend the current Workplace Violence Policy to include information regarding Domestic Violence Leave and the Provincial Legislation that identifies the requirements under the Act.

- (d) Individual supports

The Employer will make every effort to make reasonable accommodations.

- (e) Leaves

Domestic violence leave can be used by an Employee to seek medical attention for themselves or their child; obtain services for themselves or their child from a

victim services organization, psychological or other professional counselling (or certain culturally-specific services); relocate temporarily or permanently; or seek legal or law enforcement assistance.

Article 25 - Pregnancy, Parental and Adoption Leave

25.1 Leave for Birth or Adoption of a Child

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

25.2 Pregnancy Leave

Eligibility is in accordance with the Nova Scotia *Labour Standards Code*.

- (a) Employees must give their supervisor and the People and Culture Department at least four weeks' notice of both the date on which the leave will start and, if the Employee plans to return early, the planned date of return to work. If the Employee cannot give four weeks' notice of leave because the baby is born early, or because of a medical condition, then the Employee must give as much notice as possible.
- (b) Where an Employee reports for work upon completion of the pregnancy leave, the Employee shall resume work in the same position they held prior to the commencement of the pregnancy leave, with no loss of Seniority or benefits accrued to the commencement of the pregnancy leave. Where the position no longer exists, the provisions of Article 14 shall apply.
- (c) While an Employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans subject to eligibility of the plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (d) While on pregnancy leave, an Employee shall continue to accrue and accumulate Service and Seniority credits for the duration of their leave, and their Service and Seniority shall be deemed to be continuous. Regular vacation leave is accrued during pregnancy leave.
- (e) Leave for illness of an Employee arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave, may be granted sick leave in accordance with the provisions of Article 18.

- (f) Pregnancy/Birth Leave Allowance
- (i) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act and Regulations, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
 - (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) Where the Employee is subject to a waiting period of one (1) week before receiving E. I. benefits, payments equivalent to ninety-five per cent (95%) of their weekly rate of pay for one (1) week; and,
 - (2) Up to a maximum of sixteen (16) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary.
 - (iii) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
 - (iv) The Employer will not reimburse the Employee for any amount they are required to remit to Service Canada.

25.3 Parental/Adoption Leave

- (a) Eligibility is in accordance with the Nova Scotia *Labour Standards Code*. There are two options available for receiving EI Parental Benefits:
 - (i) Standard parental benefits can be paid for a maximum of thirty-five (35) weeks and must be claimed within a fifty-two (52) week period (twelve (12) months) after the week the child was born or placed for the purpose of adoption. The weekly benefit rate is 55% of the claimant's average weekly insurable earnings up to a maximum amount. The two parents can share these thirty-five (35) weeks of standard parental benefits.
 - (ii) Extended parental benefits can be paid for a maximum of sixty-one (61) weeks and must be claimed within a seventy-seven (77) week period (eighteen (18) months) after the week the child was born or placed for the purpose of adoption. The benefit rate is 33% of the claimant's average weekly insurable earnings up to a maximum amount. The two parents can share these sixty-one (61) weeks of extended parental benefits.
- (b) Where an Employee takes pregnancy leave pursuant to Article 25.2 and the Employee's new born child or children arrive in the Employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the Employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began, or sixty-one (61) weeks

if extended leave is taken.

- (c) Where an Employee did not take pregnancy leave pursuant to Article 25.2, parental leave begins on such date as determined by the Employee, coinciding with or after the birth of the child or children first arriving in the Employee's home, and ends not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home, or seventy-seven (77) week period (eighteen (18) months) if extended leave is taken.
- (d) Notwithstanding Article 25.3 (b) or (c), where an Employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began or, where that position is not available, the provisions of Article 14 shall apply. The Employee is entitled to only one (1) interruption and deferral of each parental leave.
- (e) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will begin parental leave.
- (f) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will return to work upon completion of the parental leave.
- (g) Where an Employee reports for work upon the expiration of the period referred to in Article 25.3 (b), the Employee shall resume work in the same position they held prior to the commencement of the parental leave. If the position no longer exists, the provisions of Article 14 shall apply.
- (h) While on parental leave, an Employee shall continue to accrue and accumulate Service and Seniority credits for the duration of their leave, and their Service and Seniority shall be deemed to be continuous. Regular vacation leave is accrued during parental leave paid top-up period (Article 25.4).
- (i) While an Employee is on parental leave during the ten (10) week top-up period, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of parental leave.
- (j) The Employer shall notify the Employee of the option and the date beyond which the option referred to in Article 25.3 (i) may no longer be exercised at least fourteen (14) calendar days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
- (k) Where the Employee opts in writing to maintain the benefit plans referred to in Article 25.3 (i) and where applicable, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

*25.4 Parental Leave Allowance

- (a) The requirement to serve a one week waiting period for EI is determined by Service Canada. Employees should check with Service Canada to determine if the waiting period is required.

As noted under Article 25.1, there are two options available for receiving EI Parental Benefits:

- (i) Standard - Should the Employee opt for the standard parental benefits and be in receipt of the weekly EI benefit rate of 55% of the claimant's average weekly insurable earnings up to the maximum, that Employee will receive for the first ten (10) weeks of Parental/Adoption Leave, an amount which, combined with the EI benefit, will equal 95% of the Employee's normal salary from service with the University at the commencement of the Parental/Adoption Leave (or Pregnancy Leave if applicable). All amounts paid under this Policy will be subject to normal income tax, CPP deductions, and any continuing benefit deductions.

In respect to the period of parental leave, payments made according to the S.E.B. Plan will consist of the following:

Where an Employee is subject to a waiting period of one (1) week before receiving EI benefits, payments equivalent to ninety-five per cent (95%) of normal salary for the of one (1) week; and,

For up to a maximum of nine (9) additional weeks, the Employee shall receive an amount equal to the difference between the EI benefits received and ninety-five per cent (95%) of the Employee's normal salary

- (ii) Extended - Should the Employee opt for the extended parental benefits and be in receipt of the weekly EI benefit rate of 33% of the claimant's average weekly insurable earnings up to the maximum, that Employee will receive for the first 10 weeks of Parental/Adoption Leave, the same amount of supplemental benefit as would have been received if the Employee had opted for Standard Parental benefit as noted above. All amounts paid under this Policy will be subject to normal income tax, CPP deductions, and any continuing benefits deductions.
- (b) An Employee entitled to parental leave for the purpose of adoption, or a Partner/Spouse entitled to parental leave, under the provisions of this Agreement, and who provides the Employer with proof that they have applied for and is eligible to receive Employment Insurance shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
 - (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
 - (d) The Employer will not reimburse the Employee for any amount they are required to remit to Service Canada.

*25.5 Leave for End of Pregnancy

An Employee who experiences an end of pregnancy may be eligible for unpaid leave of absence under section 59F of the *Labour Standards Code*.

- (a) An Employee whose pregnancy ends before completing nineteen (19) weeks of pregnancy is entitled to an unpaid leave of up to five (5) consecutive working days, in accordance with the *Labour Standards Code*.
- (b) An Employee whose pregnancy ends after completion of nineteen (19) weeks of pregnancy is entitled to an unpaid leave of up to sixteen (16) consecutive weeks in accordance with the *Labour Standards Code*.
 - (i) An Employee who qualified for leave as outlined in Article 25.5 b) shall also qualify for an allowance as per Article 25.4.
- (c) An Employee who would have become the parent of the child born as a result of the pregnancy, and the pregnancy ends, is entitled to an unpaid leave of up to five (5) working days.

Article 26 - Study Leave

26.1 Study Leave

- (a) The Employer may grant an eligible Employee a paid leave of absence of up to twelve (12) months to participate in post-secondary education study or project experience. Such study or project work must directly complement the Employee's job responsibilities at the University.
- (b) Employees are considered eligible if:
 - (i) for an initial application, they have completed a minimum of five (5) years Service.
 - (ii) for a second or subsequent application, they have completed six (6) years of Service since the last period of study leave.
- (c) The application should result from annual work planning within a department and be made not less than six (6) months prior to the start of the leave and must be in writing to the senior administrator responsible for the department in which the applicant is employed. The application must specify the course of study or project which will be undertaken and the period of leave which is being requested. The written agreement of the Manager or Supervisor must accompany the application. The senior manager for the area will submit a written recommendation for the application to the People and Culture Department. People and Culture will respond within four (4) weeks of the Employee's request to the Manager or Supervisor, who will in turn respond to the Employee with the Employer's decision.
- (d) Earned salary adjustments, Seniority and Service, full pension and insurance benefits subject to the eligibility of the plan will be maintained while an Employee is on study leave.

- (e) The salary support provided for the study leave will be one hundred percent (100%). For one year of study leave, the Employee must commit to two (2) years of Service with the Employer after completion of the study leave. For periods of less than one year, the Employee must commit to twice the number of months of Service as the study leave after completion of the study leave.
- (f) At the end of the leave period, the Employee shall resume work in the same position they held prior to the commencement of the study leave. If the position no longer exists, the provisions of Article 14 shall apply.
- (g) The Employee shall, prior to receiving permission for study leave, acknowledge the obligation to pay back their salary to the Employer, on a pro rata basis, in the event that the Service requirement is not completed or in the event an Employee takes voluntary severance as provided in Article 14.

Article 27 - Court Leave

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

Article 28 - Job Descriptions

- 28.1 (a) An Employee, newly hired or appointed to a different position in the bargaining unit, shall receive a detailed job description within seven (7) calendar days of the appointment.
- (b) Detailed job descriptions shall be created in an electronic format and shall include the official position title, job classification if applicable, required qualifications, detailed nature of duties, tasks and responsibilities, percentage of overall time devoted to each category of duties.
- (c) Departmental Managers or Supervisors shall be responsible to create new job descriptions and maintain updated and accurate detailed job descriptions for bargaining unit positions for which they are responsible. In updating such job descriptions, they shall consult with the Employee in the position. The new or updated job description will be forwarded to the People and Culture Department. The Employer will provide the Union with these new or updated bargaining unit descriptions.
- (d) The Union will have the right to present written objection to any new or revised job descriptions within thirty (30) Business Days after receipt. If such objection is

received, the Employer agrees to review the job description. The Union will have the right to attend such a special meeting of review.

- (e) As part of the annual Performance Review, the Employee and the Manager or Supervisor will review the job description.
- (f) Job descriptions which require substantive changes as above, will then be automatically subject to the Hay Group Method of Job Evaluation process outlined in Article 29 to re-evaluate the position.

Article 29 - Job Evaluation

- 29.1 (a) The Job Evaluation Committee shall evaluate all newly created positions prior to posting in the bargaining unit and any positions with substantive changes in duties using the Hay Group Job Evaluation Method (HGJEM) which was used in the 2011/12 Job Evaluation Project and in accordance with this Article. The Committee may also make recommendations to the Union and Employer regarding the job evaluation process and the HGJEM.
- (b) The Job Evaluation Committee shall consist of two (2) members of the Local and the Union's Employee Relations Officer and four (4) Employer representatives, one of which shall act as Voting Chair. The Employer will ensure new members and members' alternates to the Committee are trained by the Hay Group on the HGJEM system at the Employer's expense.
- (c) Employees serving on the Job Evaluation Committee shall receive time release from regularly scheduled work to attend the committee meetings subject to operational requirements and shall continue to be regularly compensated.
- (d) Members of the Job Evaluation Committee shall have access to the job descriptions, job rationale rating sheets, and the factor and total point scores of all bargaining unit positions evaluated using the HGJEM system.
- 29.2 The Union may require that a position be evaluated if they feel there have been substantive changes to an Employee's job duties or responsibilities. The Union will advise the Director of People and Culture in writing.
- 29.3 (a) Members of the Job Evaluation Committee shall be provided with necessary documentation five (5) Business Days before a meeting is scheduled to evaluate the position. The Job Evaluation Committee may contact or request the presence of the Manager or Supervisor of the position and/or the Employee in the position, and/or may request further information to assist the Committee in its work.
- (b) The Job Evaluation Committee shall evaluate the position within two (2) calendar months after receipt of the request for job evaluation.
- (c) The Job Evaluation Committee shall try to reach consensus on a job evaluation rating of a position. However, should a vote be necessary and the Chairperson has cast the deciding vote, and either the Union or the Employer finds the Chair decision not acceptable, they may refer the matter to the job evaluation appeal process.

- (d) The Union, the Employee and Manager or Supervisor shall be notified and provided reasons in writing of the outcome of the job evaluation within five (5) Business Days of the committee's decision.

Job Evaluation Appeals Process

- 29.4 (a) Results of a review may be appealed to the Joint Job Evaluation Committee (JJEC) within twenty (20) working days of the receipt of the evaluation result.
- (b) Level 1 Appeal: A completed Job Evaluation Appeals Form shall be forwarded to People and Culture within twenty (20) working days of the receipt of the evaluation results. The chair of the JJEC may request additional information to aid in the evaluation. The JJEC may require an Employee and Department Head to appear before it, to present and/or clarify materials received from People and Culture.

In the case that the agreement cannot be reached within the JJEC at the Level 1 Appeal level, it will proceed to a Level 2 Appeal.

- (c) Level 2 Appeal:
 - (i) A Hay consultant familiar with evaluating university positions shall hear all Level 2 appeals. The parties agree that the Consultant will be objective and impartial when rendering their decision.
 - (ii) The Consultant will receive all relevant documentation from the JJEC and have access to all relevant information on job evaluations of bargaining unit positions. The Hay consultant may contact the Chair and the Employee Relations Officer to review the reasons why the committee could not reach consensus before rendering their decision. The consultant may also contact the Manager or Supervisor and/or Employee for information concerning the position
 - (iii) The consultant shall render their final and binding decision within twenty (20) Business Days from the date of the request for appeal to advise the Director of People and Culture of their decision. The Director of People and Culture will, within five (5) Business Days of the consultant's decision, advise the Employee, the Manager or Supervisor and the Union.
- 29.5 (a) Where a job evaluation results in a higher hourly paid classification for the position, the Employee shall be placed on the next highest band of the new salary scale effective from the date the updated job description was received by People and Culture.
- (b) Where job evaluation results in a lower hourly paid classification, the classification and salary band for the position shall be effective the date of the Job Evaluation Committee's decision, or the appeal decision, whichever is later. However, the incumbent Employee's salary shall be maintained until the salary band matches or exceeds the incumbent's salary.
- 29.6 The time limits set out in this article may be amended by the agreement of the Parties. Such agreement will not be unreasonably withheld.

Article 30 - Health and Safety

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

Article 31 - Temporary Assignment Pay

- 31.1 An Employee temporarily assigned to perform a job in a classification in a higher pay band than their own, for a period of more than three (3) consecutive Working Days, will be paid 10% above the Employee's hourly rate of pay or step 1 of the higher classification, whichever is greater for the period of assignment. In no case shall the Employee be paid more than the top step of the higher classification. An Employee may refuse to accept a temporary assignment.
- 31.2 When an Employee is temporarily assigned to perform work in a classification paying a lower rate, the Employee shall be paid at their regular rate.

Article 32 - Voluntary Resignation

- 32.1 An Employee must provide fourteen (14) calendar days written notice to resign. Vacation entitlement and/or planned vacation may not constitute any part of the notice requirement, unless mutually agreed upon by the Employee and the Manager or Supervisor.

***32.2 Exit Interview**

An Employee wishing to provide an exit interview upon resignation must contact People and Culture within fourteen (14) days of submitting their resignation notice.

Article 33 - Tuition Credit

Dependents, Partner/Spouse

- *33.1 For the purposes of this Article, the following definitions apply:

- (a) "Dependent" means the child of an Employee who is less than twenty-six (26) years of age and is dependent on the Employee for support. This includes:
- (i) the Employee's biological children;
 - (ii) persons the Employee is adopting and/or who has adopted;
 - (iii) stepchildren of the Employee; and,
 - (iv) persons for whom the Employee is the legal guardian.

- (b) "Full-time studies" means a student who is registered Full-Time as defined by the Nova Scotia Student Assistance Program Office. As of the date of this policy, this was 60% of a full course load or nine (9) credits per term (40% or six (6) credits per semester for students with a disability).

*33.2 A Regular or Sessional Employee's dependent children and/or Partner/Spouse are eligible to receive a tuition credit equivalent to one-half (1/2) of the assessed tuition (less the Nova Scotia Tuition Bursary). This tuition credit only applies to those Dependents and/or partner/Spouse who are in good academic standing for their first undergraduate degree, not including a Bachelor of Education. All other fees remain the responsibility of the Dependent and/or Partner/Spouse. The number of credit hours eligible for tuition credit will not exceed the minimum required for the student's degree program.

Qualification for tuition credits extends to the dependents and spouses of Employees who are on LTD, are deceased with at least fifteen (15) years of service or retired after a minimum of twenty-five (25) years of service.

*33.3 Should an Employee's employment with the Employer terminate following the start of an academic term, the Dependent and/or Partner/Spouse will be permitted to retain the tuition credit for the remainder of that academic term.

Employees

*33.4

- (a) A Regular or Sessional Employee is eligible to receive full tuition credit (less the Nova Scotia Tuition Bursary) for any credit course at the undergraduate or Master's level) whether it is job related or not to a maximum of twelve (12) credits during the period September 1 to August 31. All other fees remain the responsibility of the Employee.
- (b) If the course(s) applied for will interfere with the Employee's regular scheduled work week, Manager or Supervisor's and People and Culture approval is also required. People and Culture will advise the Employee of approval.
- (c) An Employee must commit four (4) months beyond the completion of the last course at the undergraduate level or twelve (12) months following the completion of their last Master's level program/course.
- (d) If an Employee leaves the employment of the University prior to completion of the required service, they shall reimburse the University for a pro-rated portion of the tuition credit (for undergraduate courses) or the pro-rated value of all tuition credits received for their program (for Master's courses).

Article 34 - Benefit Plan

- 34.1 The Employer agrees to continue the Health, Dental and Insurance plans in Group Life Insurance in effect at the time of signing of this Agreement. The Employer may amend the plans provided changes do not reduce the entitlements and benefits under the plans.
- 34.2 Employees shall participate in the Benefit Plans in accordance with the eligibility requirements of the plans. In the event that spouses or common-law partners are both Employees of the University, both members will be enrolled in all benefits programs to

which they are entitled to allow for the coordination of benefits between themselves and for their families.

- 34.3 The Employer shall continue the current arrangements for premiums. They are:
- (a) Basic Life Insurance, Basic Accident Insurance (50% Employee/50% Employer);
 - (b) Long-Term Disability Insurance (100% Employee);
 - (c) Group Health, Dental and Emergency Travel (100% Employer);
 - (d) EFAP – Employee and Family Assistance Plan (100% Employer);
 - (e) Optional Employee and Family Accidental Death and Dismemberment Insurance (100% Employee);
 - (f) Optional Group Life Insurance (100% Employee);
 - (g) Travel Accident Insurance - University Business (100% Employer); and,
 - (h) Emergency Travel Insurance – (100% Employer).
- 34.4 A Joint Union Employer Benefits Committee will be established with equal representation of the Union and the Employer. The Union will elect up to two (2) members to serve on the joint committee. The Committee will review the Benefit Plans at least once a year and may make recommendations to the Employer.
- 34.5 (a) Employees who reach the age of fifty-five (55) and have fifteen (15) years of Service when they terminate their employment will be allowed to continue to participate in the group health plan until the age of sixty-five (65) with a cost share of premiums of 50% Employee and 50% Employer. The Employer will advise the Employee of the payment method for the Employee's contributions.
- * (b) Employees who reach the age of fifty-five (55) and have less than fifteen (15) years of Service when they terminate their employment will be allowed to continue to participate in the group health plan until the age of sixty-five provided the retiree incurs the cost of both the Employee and Employer premiums (100%). The Employer will advise the Employee of the payment method for the Employee's contributions.

Article 35 - Pension Plan

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

Article 36 - Amendment

- 36.1 It is agreed that this Agreement may be amended at any time by mutual agreement of both parties in writing.

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

***Article 37 - Salaries & Pay**

*37.1 The following wage increases shall be implemented for each of the salary band step levels in Appendix "A" as follows:

July 1, 2023: 3.0%

July 1, 2024: 3.0%

July 1, 2025: 3.0%

37.2 Employees will be paid every second Friday by automatic deposit into the Employee's bank account. A statement of the deposit will be available online through an Electronic Pay Statement.

37.3 New Hires and Appointments

(a) The rate of compensation of a person upon appointment to a position shall not be less than Step 1 of the salary band for the position to which they are appointed.

(b) Upon mutual agreement with the Union, the Employer may hire a person at a higher step to a maximum of Step 5.

(c) The rate of compensation of an Employee upon appointment to a position in a higher salary band shall be either Step 1 or a higher step of the new classification, whichever provides for a percentage increase that is at least equal to the percentage increase between steps in the salary band.

(d) The rate of compensation of an Employee upon appointment to a position may be at a rate higher than that designated in Article 37.3 (c) but not greater than the top step of the salary band, if the Employer and the Union agree that such higher rate is necessary to effect the promotion of a qualified person to the position.

(e) The rate of compensation of an Employee upon appointment to a position in the Employee's same salary band shall not change. The appointment shall not disentitle the Employee to any entitlement under Article 37.4.

* (f) The rate of compensation of an Employee on voluntary transfer into a position in a lower salary band will be the step of the new salary band closest to their prior rate of pay but in no case higher than Step 10 of the new band.

37.4 Movement through Salary Band Steps

On July 1st of each year, an Employee shall progress to the next step of the salary band of their position unless:

(a) The Employee has not completed their probationary period by July 1st, or

(b) The Employee was appointed to a position in a higher salary band between January 1st and June 30th in which case the provisions of Article 37.3 applied, or

- (c) The Employee is at the top step or their hourly rate exceeds the top step of their position.

***37.5 Market Supplements**

Current and future Employees in positions whose credentials or experience are in high demand may be compensated with a market supplement in addition to their normal wage. Market supplements will be subject to the deduction of dues. The Employer may offer a market supplement where:

- (a) There is a high market demand for persons with the desired credentials or experience; and,
- (b) Where the Employer has been, or could reasonably foreseen to be, unable to be successful in recruiting suitably qualified candidates by offering the usual starting rate for the position.

The Union will be consulted on the terms of the market supplement including the amount and the effective date of implementation. A list of all Employees/positions impacted will be provided to the Union as part of the consultation.

***Article 38 - Duration of Agreement**

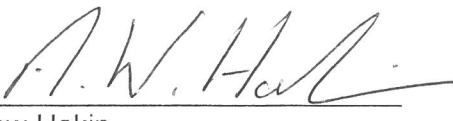
- 38.1 This Agreement shall be in effect for a term beginning from July 01st, 2023 until June 30th, 2026. All provisions of this agreement shall, unless otherwise stated, be effective from the date of ratification of this agreement. After June 30th, 2026 this agreement shall be automatically renewed thereafter for successive period of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.
- 38.2 Negotiated changes in the collective agreement, other than salaries which shall become effective on the dates specified in 38.1, are effective from the date of ratification unless otherwise specified and agreed to in writing.

In witness whereof, on this 17 day of June, 2024 the parties hereto have signed this Agreement by its respective duly authorized officers and representatives.

NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION

BOARD OF GOVERNORS of
St. FRANCIS XAVIER UNIVERSITY

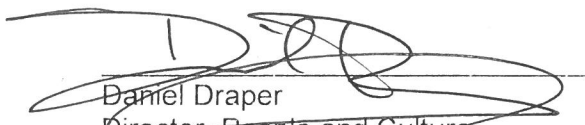

Sandra Mullen
President, NSGEU


Andrew Hakin
President and Vice-Chancellor, StFX

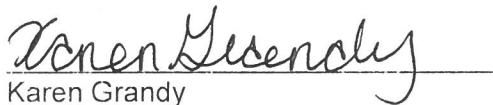

Sheldon MacDonald
Bargaining Committee


Monica Foster
Vice-President, Finance & Administration


Ronalda MacGillivray
Bargaining Committee


Daniel Draper
Director, People and Culture

Sabrina Couch
Bargaining Committee


Karen Grandy
Lead Negotiator

This agreement was signed in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People.

***Appendix "A" - Salary Bands**

July 1, 2023 3.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Band 10	\$38.18	\$39.04	\$39.92	\$40.82	\$41.75	\$42.67	\$43.64	\$44.61	\$45.62	\$46.65
Band 9	\$34.40	\$35.17	\$35.96	\$36.76	\$37.58	\$38.44	\$39.28	\$40.17	\$41.07	\$41.99
Band 8	\$30.76	\$31.45	\$32.18	\$32.91	\$33.64	\$34.40	\$35.17	\$35.97	\$36.78	\$37.62
Band 7	\$27.12	\$27.73	\$28.36	\$29.00	\$29.66	\$30.33	\$31.02	\$31.71	\$32.43	\$33.17
Band 6	\$24.93	\$25.49	\$26.06	\$26.66	\$27.26	\$27.88	\$28.51	\$29.15	\$29.81	\$30.48
Band 5	\$22.71	\$23.23	\$23.74	\$24.29	\$24.83	\$25.39	\$25.98	\$26.55	\$27.15	\$27.77
Band 4	\$20.21	\$20.66	\$21.14	\$21.60	\$22.09	\$22.59	\$23.10	\$23.64	\$24.16	\$24.70
Band 3	\$18.61	\$19.02	\$19.46	\$19.88	\$20.33	\$20.80	\$21.26	\$21.74	\$22.25	\$22.73
Band 2	\$16.41	\$16.78	\$17.17	\$17.54	\$17.93	\$18.34	\$18.76	\$19.18	\$19.61	\$20.05

July 1, 2024 3.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Band 10	\$39.33	\$40.21	\$41.12	\$42.04	\$43.00	\$43.95	\$44.95	\$45.95	\$46.99	\$48.05
Band 9	\$35.43	\$36.23	\$37.04	\$37.86	\$38.71	\$39.59	\$40.46	\$41.38	\$42.30	\$43.25
Band 8	\$31.68	\$32.39	\$33.14	\$33.90	\$34.65	\$35.43	\$36.23	\$37.05	\$37.88	\$38.74
Band 7	\$27.93	\$28.56	\$29.21	\$29.87	\$30.55	\$31.24	\$31.95	\$32.67	\$33.41	\$34.16
Band 6	\$25.67	\$26.26	\$26.84	\$27.46	\$28.08	\$28.72	\$29.37	\$30.02	\$30.70	\$31.39
Band 5	\$23.39	\$23.92	\$24.45	\$25.02	\$25.58	\$26.15	\$26.76	\$27.35	\$27.97	\$28.60
Band 4	\$20.81	\$21.28	\$21.77	\$22.25	\$22.76	\$23.27	\$23.80	\$24.35	\$24.89	\$25.44
Band 3	\$19.17	\$19.59	\$20.04	\$20.48	\$20.94	\$21.42	\$21.90	\$22.40	\$22.92	\$23.41
Band 2	\$16.90	\$17.28	\$17.69	\$18.07	\$18.47	\$18.89	\$19.32	\$19.75	\$20.20	\$20.66

July 1, 2025 3.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Band 10	\$40.51	\$41.41	\$42.35	\$43.30	\$44.29	\$45.27	\$46.30	\$47.33	\$48.40	\$49.49
Band 9	\$36.50	\$37.32	\$38.15	\$39.00	\$39.87	\$40.78	\$41.68	\$42.62	\$43.57	\$44.55
Band 8	\$32.63	\$33.36	\$34.14	\$34.91	\$35.69	\$36.50	\$37.32	\$38.16	\$39.02	\$39.91
Band 7	\$28.77	\$29.42	\$30.08	\$30.77	\$31.47	\$32.18	\$32.91	\$33.65	\$34.41	\$35.19
Band 6	\$26.44	\$27.04	\$27.65	\$28.28	\$28.92	\$29.58	\$30.25	\$30.92	\$31.62	\$32.33
Band 5	\$24.09	\$24.64	\$25.19	\$25.77	\$26.35	\$26.94	\$27.56	\$28.17	\$28.80	\$29.46
Band 4	\$21.44	\$21.92	\$22.42	\$22.91	\$23.44	\$23.96	\$24.51	\$25.08	\$25.64	\$26.20
Band 3	\$19.75	\$20.18	\$20.64	\$21.09	\$21.57	\$22.06	\$22.55	\$23.07	\$23.60	\$24.12
Band 2	\$17.41	\$17.80	\$18.22	\$18.61	\$19.02	\$19.46	\$19.90	\$20.35	\$20.81	\$21.28

Note: Band 1 has been eliminated as of July 1, 2023.

Memorandum of Understanding (Injury on Duty Leave)

Memorandum of Understanding

Between

St. Francis Xavier University

And

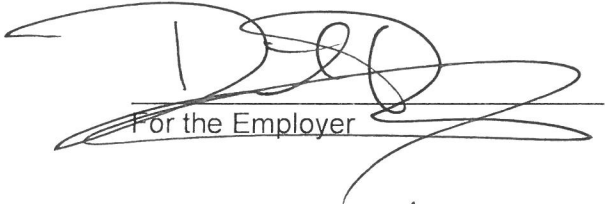
Nova Scotia Government and General Employees Union

Injury on Duty Leave

1. The parties agree that injury on duty shall be understood to mean any work-related injury arising out of and in the course of employment. An injury suffered while working from home is not an injury on duty.
2. All injuries on duty must be reported to Security and the Employee's supervisor immediately following the injury. The Employee shall provide a signed written statement outlining the incident, within five (5) days of the incident. The injured Employee must seek medical attention as soon as possible, and provide medical evidence to People and Culture as deemed necessary by People and Culture to substantiate the claim for injury on duty leave.
3. Prior to receiving leave for injury on duty, the parties will determine whether the injured Employee can continue working through the use of accommodations. If the injured Employee cannot be accommodated, the Employee will first use their sick leave for compensation of injury on duty.
4. In the event an Employee does not have the accumulated sick leave of seventy-five (75) work days, the University will provide the difference to a maximum of seventy-five (75) days. i.e. if the Employee requires twenty (20) days leave and they have ten (10) earned sick days, the University would provide the difference of ten (10) days to ensure compensation for injury on duty.
5. Employees must comply with the reporting requirement as outlined in number two (2) to be eligible for Injury on Duty leave.
6. Such leave shall not exceed seventy-five (75) work days from the date of injury. If the Employee is unable to return to work, the Employee must make application to Long Term Disability insurance.
7. Engagement in other remunerative employment while on leave with pay, without written University approval, will disqualify the Employee from further salary benefits under the terms of this Article.
8. For the purposes of this Article, the University may require the Employee to be examined by a medical practitioner agreeable to the Union and the University. Said medical practitioner may request a functional capacity evaluation by a qualified health provider or other appropriate evaluation tool to assess the Employee's fitness to return to work. Correspondence or communication relating to the request shall be copied to the Employee at the time of the request. The cost of such examination shall

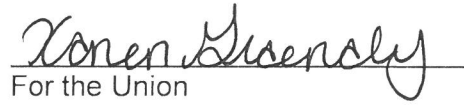
be borne by the University. In the event the medical practitioner deems the Employee fit for work, the Employee must return to work.

9. The University would continue to maintain benefits during the period of injury on duty to a maximum of seventy-five (75) days.
- *10. If an Employee who was injured on duty exhausts their paramedical and health benefits in pursuit of their recovery, the University will compensate the Employee for such treatment related to the injury as prescribed by their Health Care Provider to a maximum of two thousand dollars (\$2,000) per year for two (2) years.



For the Employer

June 20/2024
Date



For the Union

June 17, 2024
Date

Memorandum of Understanding (Pension Plan Conversion)

Memorandum of Understanding

Between

St. Francis Xavier University

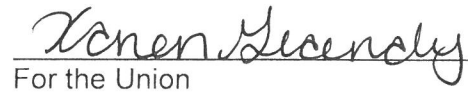
And

Nova Scotia Government and General Employees Union

Pension Plan Conversion

The Parties agree to pause discussions on possible transition from the current pension plan to the Public Sector Superannuation Plan but agree to revisit this issue in the next round of bargaining.


For the Employer


For the Union

June 20/2024
Date

June 17, 2024
Date

Memorandum of Understanding (Administrative Assistants in Academic Departments)

Memorandum of Understanding

Between

St. Francis Xavier University

And

Nova Scotia Government and General Employees Union

Administrative Assistants in Academic Departments

The parties agree that the current departmental assignments for Administrative Assistants in Academic Departments, as listed below, are single positions.

Accordingly:

- Any proposed change in departmental assignments for the Administrative Assistants will be first discussed with the impacted Employees. Employees will be asked to express their preference for assignments. Assignments will be made based on preference and Seniority.
- If any future changes to departmental assignments result in either a reduction in an Employee's hours of work or elimination of a position(s) the provisions of Article 14 of the Collective Agreement will be followed as the impacted Employees will be deemed to be laid-off and entitled to rights under that Article.

The current departmental assignments are:

- A. Political Science
Public Policy & Governance
Mulroney Institute of Government
- B. Economics
Women & Gender Studies
Development Studies
- C. Sociology
Philosophy
Classical Studies
Catholic Studies
- D. Psychology
Mathematics & Statistics
Computer Science
Health
- E. Psychology
Mathematics & Statistics
Computer Science
Health

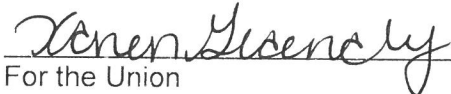
- F. English
Music
- G. History
Religious Studies
- H. Human Kinetics
- I. Earth Sciences
Physics
Engineering
Chemistry
Climate and Environment
- J. Nursing
- K. Anthropology
Biology
Human Nutrition
- L. Anthropology
Biology
Human Nutrition
- M. Modern Languages
Art
Celtic Studies
- N. Accounting and Finance
Management
Marketing and Enterprise
- O. Education
Adult Education



 For the Employer

June 20, 2024

 Date



 For the Union

June 17, 2024

 Date

Memorandum of Understanding (Vacation Purchase Plan)

Memorandum of Understanding

Between

St. Francis Xavier University


And

Nova Scotia Government and General Employees Union

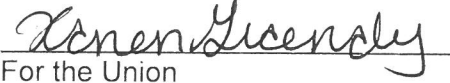
Vacation Purchase Plan

The Employer currently allows Employees, on an annual basis to purchase additional vacation days through its Vacation Purchase Plan. The Employer intends to continue this program on an indefinite basis but will notify the Union no later than December 31 if the program is to be discontinued for the following year.

Employees who have purchased additional vacation under the Vacation Purchase Plan are not eligible to carry forward additional vacation days to a subsequent year.


For the Employer

June 20, 2024
Date


For the Union

June 17, 2024
Date

Memorandum of Understanding (Flexible Work Arrangements)

Memorandum of Understanding

Between

St. Francis Xavier University

And

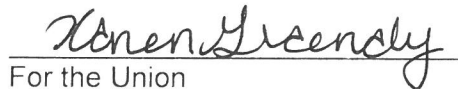
Nova Scotia Government and General Employees Union

Flexible Work Arrangements

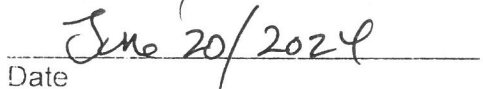
No later than six (6) months following the ratification of this Agreement, the Employer will enact a policy on flexible work arrangements. Such Policy will provide that, where an Employee makes a request under the Policy and the request is denied they will be provided with the reason for the denial. The Employer will consult with the Union prior to enacting such a policy.



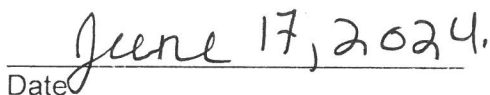
For the Employer



For the Union



Date



Date

Memorandum of Understanding (Temporary Reassignment)

Memorandum of Understanding

between

St. Francis Xavier University

and

Nova Scotia Government and General Employees Union

Temporary Reassignment

The Employer may, at its discretion, reassign NSGEU Employees to NSGEU positions in other Departments within the University on a temporary basis to:

1. fill vacancies in newly created or vacated positions until such vacancy can be filled; or,
2. address non-recurring workload challenges.

The reassignment will be either full-time or part-time. In the case of a part-time reassignment, the Employee's home Manager or Supervisor will work with the Employee to manage their workload across both assignments.

The Employee will be compensated in accordance with Article 37 for all hours worked in the reassigned position.

Reassignment periods shall not exceed three (3) months per department position/work assignment. Reassignment periods shall not be extended.

Members reassigned to work in a position which has a differing schedule shall be provided thirty (30) days notice as per Article 16.7.

Reassignment shall be assigned fairly and equitably amongst Bargaining Unit members with the skills and abilities to complete the work. Preference for selection for reassignment will occur in the following order:


- (a) From within the Department same salary band; then,
- (b) From within the Department, other salary band; then,
- (c) From outside the Department the same salary band as the reassignment; then,
- (d) From outside the Department, other salary bands.

An Employee will not be reassigned where it would have a significant negative impact on the operations of the home department. Non-Bargaining Unit employees shall not be assigned to reassignments within the Bargaining Unit.

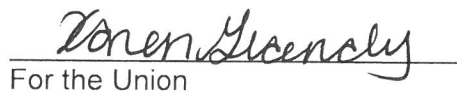
An employee shall not be reassigned to backfill another reassigned employee.

Such reassignments will not be used as a replacement for the creation of other NSGEU positions or to delay filling a vacancy. This language shall not result in a reduction of Bargaining

Unit positions. The Union will be notified of any reassignments prior to the commencement of the reassignment period.


For the Employer

June 20, 2024
Date


For the Union

June 17, 2024
Date