

COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
LOCAL 3131

and

BOARD OF GOVERNORS
CAPE BRETON UNIVERSITY

Effective April 1, 2017 to March 31, 2020

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This Collective Agreement made this _____ of **March 2018**.

between THE BOARD OF GOVERNORS, CAPE BRETON UNIVERSITY, hereinafter called the EMPLOYER, party of the first part;

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3131, hereinafter called the UNION, party of the second part.

PREAMBLE

The Cape Breton University is dedicated to the principle of continuing the traditions and objectives of its two founding institutions; St. Francis Xavier University-Sydney Campus and the Nova Scotia Eastern Institute of Technology, and pursuing new and innovative goals made possible by the unique combination of educational resources now available in the University. It is incumbent on all parties to ensure that the working agreements between Employer and employees will not inhibit the flexibility of operation necessary to achieve these aims. To these ends, responsibility for assignment of teaching schedules and job functions will continue as managerial rights. Beyond that, bargaining units already granted voluntary recognition must respect the Employer's rights to manage responsibly and effectively, and must not deliberately inhibit this right. (The emerging patterns of programs within the University already require allocations of personnel across normal lines of job function and description allocated with a given bargaining unit.) In such circumstances, no one bargaining unit can lay prior claim to the position as a position. It must be agreed between management and the bargaining units that no single unit can be granted automatic claim to all incumbents of such new, or additional, positions.

ARTICLE 1

1 RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3131 as the sole and exclusive collective bargaining agent for employees in this bargaining unit.
- 1.02 The Parties agree that all correspondence between the Employer and the Union related to matters covered in the Agreement shall be sent to the Director of Human Resources and the President of CUPE, Local 3131, or their designates.
- 1.03 The Parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
- 1.04 The provisions of this Agreement are binding on the Employer, the Union, and the employees.
- 1.05 No Member of the Union shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.
- 1.06 The Employer agrees to provide the Union such information relating to employees in the bargaining unit that may reasonably be required by the Union for collective bargaining purposes.
- 1.07 The Employer agrees to provide reasonable access to the University's premises to representatives of the Canadian Union of Public Employees or other advisors provided that:
- (a) such access does not interfere with the normal operations of the University;
 - (b) such access shall not include the right of such invited person to call meetings on the University's premises;
 - (c) such access is for the purpose of assisting the Union in carrying on its business as representative of members of the bargaining unit; and
 - (d) such representatives comply with all University regulations generally applicable to visitors to the University premises.

ARTICLE 2

2 PURPOSE OF THE AGREEMENT

- 2.01 The purpose of this Agreement is to set out the terms and conditions of employment and rates of compensation for employees included in the bargaining unit.
- 2.02 The terms of this Agreement shall apply to all employees included in the bargaining unit.

ARTICLE 3

3 DEFINITIONS

3.01 For the purpose of this Collective Agreement:

- (a) UNION means University Staff Union, CUPE and its Local 3131;
- (b) BARGAINING UNIT means all regular full-time, regular part-time, regular sessional, and term employees (as defined in 3.01 (f)) of Cape Breton University as designated by LRB Orders 3297 and 4522;
- (c) a REGULAR FULL-TIME EMPLOYEE is one who is employed on a regular basis and works the normal hours of work as prescribed in Article 14.02 of the Collective Agreement and is entitled to all rights, benefits and privileges of the Collective Agreement;
- (d) a REGULAR PART-TIME EMPLOYEE is one who is employed on a regular basis and works less than the normal hours of work as prescribed in Article 14.02 of the Collective Agreement either as a full-year, part-time employee or a sessional part-time employee and is entitled to all rights, privileges and benefits of the Collective Agreement **on a pro rata basis according to their Full-Time Equivalency (FTE)**, unless otherwise stated in this agreement or by legislation.

Employees working less than fifteen (15) hours per week are not eligible to participate in the benefit plans.

- (e) REGULAR SESSIONAL employee is an employee who is employed on a regular basis and who works full time or part time hours for less than twelve (12) months each year and is entitled to all rights, privileges, and benefits of the Collective Agreement pro rated on time worked in the previous fiscal year, unless otherwise stated in this agreement or by legislation. The annual work interruptions for regular sessional part-time employees are not considered a lay-off (see 38.05).

- (f) **TERM APPOINTMENT** is one where an individual is hired for a term of eight (8) months or more as provided for in Article 13.08. **Such** term employee is a member of the bargaining unit and is covered by the collective agreement with exception of the following articles:

Article 17.00	-	Vacations – see (i) below for vacation entitlement
20.01	-	General
20.07	-	Leave for Emergency
20.09	-	Education and Training Leave
20.10	-	Leave for Self-Improvement
20.11	-	Leave for Personal Reasons
20.12	-	Leave for Public Office
20.14	-	Leave for Work Outside the Bargaining Unit
20.15	-	Leave of Absence for Full-time Union Duties
23.04 & 23.05	-	Discipline and Discharge - A term appointment can be discontinued with two weeks notice or pay in lieu of notice.
Article 24	-	Lay off, Recall and Resignation
Article 29	-	Pension (PSSP)
Article 35	-	Skill Enhancement
Article 38	-	Tuition Fee Benefits
Article 39	-	Seniority
Appendix A	-	Maternity Leave Benefits (top-up)

A term employee may participate in benefit plans for which they are eligible. An employee holding a term appointment for twenty-four (24) consecutive months or longer will be required to join the **Nova Scotia Public Service Superannuation Plan (PSSP)** as per the terms of the Plan.

- (i) **A Term Employee with a contract for eight (8) months or longer shall accrue vacation at the rate of one and one-quarter days for each month of service in which fifteen days (15) are worked. The vacation time shall be taken at a time mutually agreed with the Employee’s Manager, during the Employee’s term of employment. Part-time Term Employees will accrue vacation on a pro-rata basis according to their FTE.**

A Regular employee who is appointed to a term position retains all rights under the collective agreement, as determined by his/her status.

- (g) CASUAL APPOINTMENT is one where an individual is hired on a day-to-day basis as required not to exceed 90 calendar days, unless extended with the consent of the Union as provided for in Article 13.10. A casual appointee is not a member of the bargaining unit. A casual appointee does not accrue seniority nor is the individual entitled to any other benefits of the Collective Agreement.
- (h) DAY means a work day; **regardless of whether the day is worked during a 32.5-hour week or a 35-hour week.**
- (i) EMPLOYEE means a person included in the bargaining unit;
- (j) EMPLOYER means the Board of Governors or its delegated representative;
- (k) LAYOFF means a suspension of active employment, or the permanent reduction in the regular hours of work for either a regular full-time, regular part-time or regular sessional member of the bargaining unit, as a result of a reduction of work required to be done by the Employer. This does not apply to regular sessional members during their annual work interruptions.
- (l) LEAVE OF ABSENCE WITHOUT PAY means to be absent from duty with permission, but without pay.
- (m) LOCKOUT means the closing of a place of employment, a suspension of work, or a refusal by the Employer to continue to employ a number of his/her employees, done to compel his/her employees, or to aid another employer to compel his/her employees to agree to terms or conditions of employment.
- (n) RESIGNATION means voluntary termination of employment initiated by an employee.
- (o) REST PERIOD means a paid interval which is included in the workday, as specified in this agreement, under Article 14.03 (b).
- (p) SERVICE means total accumulated months of continuous service with the Employer or with other employers as previously recognized by the Employer.
- (q) STRIKE means a cessation of work, or refusal to work, by employees in combination or in concert or in accordance with a common understanding, for the purposes of compelling the Employer to agree to terms or conditions of employment, or to aid other employees in compelling their Employer to agree to terms or conditions of employment;
- (r) TERMINATION means the separation of an employee from his/her employment with

the Employer, for just and sufficient cause, pursuant to Article 23 of this Agreement.

(s) ANNIVERSARY DATE refers to the date on which an increment is to be given.

3.02 Unless any provisions of this Agreement otherwise specify, words importing to the feminine gender shall include males; words importing to the male gender shall include females.

ARTICLE 4

4 BARGAINING COMMITTEE

4.01 A Bargaining Committee shall be appointed by the Union for the purpose of representing employees covered by this Agreement in negotiations with the Employer.

The Bargaining Committee shall consist of not more than three (3) Members.

ARTICLE 5

5 FUTURE LEGISLATION

5.01 In the event that any law passed by the Legislature, applying to the employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6

6 MANAGEMENT RESPONSIBILITIES

6.01 It is the exclusive function of the Employer to manage, which function without limiting the generality of the foregoing; includes the right to determine employment; appointment; complement; organization; work methods and procedures; kinds and location of equipment; discipline and termination of employment; assignment; classification; job evaluation system; merit system; training and development; appraisal; and the principles and standards governing promotion, demotion, transfers, layoff, and re-appointment.

6.02 All the functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

6.03 Subject to relevant legislative requirement for employees and the Union, it is the exclusive function of the Employer to enforce safety and other regulations.

6.04 The Employer agrees that management rights will not be exercised in a discriminatory or

inconsistent manner.

6.05 No Discrimination

The Parties agree that there will be no discrimination on the basis of:

- race
- religion
- colour
- gender
- national origin
- creed
- marital status (including same sex spouses)
- family status
- age
- political belief, affiliation or activity
- physical or mental disability
- ethnic or aboriginal origin
- sexual orientation
- HIV status
- first language
- membership, non-membership or legal activity in the Union

except where any of the aforementioned bases, as recognized by the Nova Scotia Human Rights Act, is either a bona fide qualification, or reasonably precludes performance of the employee's duties and responsibilities, or, as recognized by the Canadian Charter of Rights and Freedoms, is a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society, subject, however, to the parties' respective duties to accommodate.

ARTICLE 7

7 RIGHTS AND PROHIBITIONS

- 7.01 The Union will not sanction, encourage, or support, financially or otherwise, a strike by employees or any of them during the lifetime of this Agreement.
- 7.02 The Employer shall not cause a lockout during the term of this Agreement.

ARTICLE 8

8 MEETING AND BULLETIN BOARD SPACE

- 8.01 The Employer will provide a bulletin board designated with a CUPE sign for the posting of notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.
- 8.02 The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of quantities of literature of the Union.
- 8.03 The Employer shall, on reasonable notice, allow Union meetings to be held on the premises.
- 8.04 Union Web Site
- (i) CBU agrees to allow use of its computer intranet in order to promote good employee relations and to allow CUPE Local 3131 to keep its members informed regarding union matters. CUPE Local 3131 agrees that their web site will include a name and an active e-mail address in the cbu.ca domain of the individual responsible for the site.
 - (ii) CUPE Local 3131 agrees that it will use such web site in a responsible manner respecting the rights of individuals under FOIPOP and other relevant legislation and further that a member of the Union Executive reviews all material before being posted on their site. Web authors shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the University or any unit of the University unless appropriately authorized (explicitly or implicitly) to do so. Where appropriate, an explicit disclaimer shall be included unless it is clear from the context that the author is not representing the University. An appropriate disclaimer is: "These statements are my own, not those of the Cape Breton University."
 - (iii) CUPE Local 3131 recognizes that web publishing and access to other Internet services is a privilege and not a right that may be wholly or partially restricted by the University without prior notice and without the consent of the user.

ARTICLE 9

9 INFORMATION

- 9.01 The Union agrees to supply each employee with a copy of the Agreement, as quickly as possible, following the signing of the Agreement.

- 9.02 Upon request, an employee shall be entitled to a complete and current statement of duties and responsibilities of his/her position. The Employer will ensure that position descriptions are reviewed and revised when necessary at periodic intervals, but under no circumstance shall that interval be in excess of three years.
- 9.03 The Employer shall cost share 50/50 with the Union in the printing of the Collective Agreement.
- 9.04 The Employer shall cover the cost of printing ten (10) copies of the Collective Agreement for the CUPE Union Executive, and ensure posting of the Collective Agreement on the CBU website.
- 9.05 Within two (2) months of the date of the signing of this Collective Agreement, the Employer will provide secure, on line access to current job descriptions for positions in the bargaining unit in PDF format that are able to be printed. Access will be provided for the Union President (or designate).

ARTICLE 10

10 UNION DUES

- 10.01 The Employer shall, as a condition of employment, except as provided in Article 10.03, deduct from the bi-weekly pay of all persons employed as casual, term, probationary, or regular full-time or part-time, whether or not the individual is a member of the bargaining unit, the amount of the regular monthly dues payable to the Union. The Employer agrees to record the amount of said dues on the T4 slips.
- 10.02 For the purpose of applying 10.01, deductions from each pay will start with the first bi-weekly pay period of employment.
- 10.03 Deductions for membership dues shall not apply to any individual who, for religious reasons, cannot pay union dues, provided he/she makes a contribution equal to said union dues to some recognized charitable cause.
- 10.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.
- 10.05 The Employer shall advise the Union of the appointment of each new probationary or regular employee, or of the cancellation or termination of each probationary or regular appointment, within five (5) days after the date of the appointment, or of the cancellation, or of the termination, unless circumstances are such as to warrant an extension of this period.

ARTICLE 11

11 STEWARDS

- 11.01 The Employer acknowledges the right of the Union to appoint three (3) employees as stewards. The Union shall advise the Employer of the names and jurisdiction of each steward.
- 11.02 The Union shall determine the jurisdiction of each steward having regard to the plan or organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 11.03 It is understood that the stewards and Members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be presented and serviced as soon as possible and that, if it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving, and obtaining his/her immediate supervisor's permission. Such permission will not be unreasonably withheld. The steward shall report back to his/her immediate supervisor before resuming the normal duties of his/her position.
- 11.04 The duties of stewards shall include:
- (a) investigation of complaints requiring immediate attention;
 - (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure; and
 - (c) attending meetings at the request of the Employer.

ARTICLE 12

12 TIME OFF FOR UNION BUSINESS

- 12.01 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without pay to employees who are elected:
- (a) as members of the Provincial Executive of CUPE for attendance at executive meetings;
 - (b) as members of the bargaining unit for attendance at Union meetings; and
 - (c) as required delegates to attend conventions.

Such permission shall not be unreasonably withheld.

- 12.02 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of pay for a period not exceeding two (2) days to employees who are elected or appointed as registered delegates to attend the provincial and/or national annual meeting of the Canadian Union of Public Employees (either national or provincial). Such permission shall not be unreasonably withheld.
- (a) The total number of delegates for both meetings (combined) in any one year shall not exceed five (5) members selected from the membership of the Union. Of these, three (3) shall be granted leave without loss of pay. Under no circumstances will the leave with pay exceed a combined total of six (6) workdays in any one year.
 - (b) Up to three (3) employees shall also qualify for special leave without loss of pay for up to one (1) day for traveling time.
 - (c) The Union shall notify the Employer of the names of the registered delegates to the annual meeting of the Canadian Union of Public Employees at least three (3) weeks in advance of the annual meeting.
- 12.03 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of pay to not more than three (3) representatives of the bargaining unit for the purpose of attending negotiation meetings with the Employer. Such permission shall not be unreasonably withheld.
- 12.04 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of pay to employees who are:
- (a) called as a witness by an arbitration board, prescribed by Article 26;
 - (b) meeting with management in joint consultation, as prescribed by Article 27.
- 12.05 Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of pay to an employee involved in the grievance procedure:
- (a) where the Employer or the Union originates a meeting with the employee who has presented the grievance,
 - (b) where the Union has presented a grievance on behalf of an employee and seeks to meet with the Employer,
 - (c) where the Union and employee has presented a grievance, and a hearing is held at the final level of the grievance process, to attend the hearing.
- 12.06 Where operational requirements permit, and on reasonable notice, the Employer agrees to a two-hour lunch period without loss of pay for the purposes of employees attending an

agreement ratification meeting.

12.07 Where an unpaid leave for Union Business has been approved under 12.01, and with authorization from the Union President (or designate), the Employer shall continue the regular pay and benefits for the employee and invoice the CUPE Local for such cost.

ARTICLE 13

13 APPOINTMENT

13.01 Probationary Period

- (a) An employee may be appointed to a position on a probationary basis for a period of six (6) months. During the probationary period, the employee will be given an orientation to the operating systems which he/she is required to be proficient, in a similar manner in which current employees were re-trained (in accordance with Article 34.01) when the current system(s) was introduced or last upgraded.
- (b) The Employer may, before expiration of the employee's initial six-month period of appointment on a probationary basis, extend, with the agreement of the Union, the probationary appointment for a period not to exceed an additional six (6) months.
- (c) The probationary period shall be twelve (12) months for an employee who is not under on-site supervision due to a requirement to travel.

13.02 The Employer may terminate a probationary appointment at any time.

13.03 The Employer shall, after an employee has served in a position on a probationary basis for a period of six (6) months, except as provided in Article 13.01(b), confirm the appointment.

13.04 If the employment of an employee appointed to a position on a probationary basis is to be terminated for reasons other than deliberate misconduct or disobedience or neglect of duty, the Employer shall advise the employee, in writing, not less than ten (10) days prior to the date of termination.

13.05 Where less notice in writing is given than provided for employees terminated in accordance with the provisions of Article 13.04, the employee shall continue to receive his/her pay for the number of days prior to the date of termination.

13.06 An employee in a position on a probationary basis shall be given reasons for termination, in writing, if he/she so requests, within the period of notice pursuant to Article 13.04.

13.07 A current employee who is the successful applicant for another position shall be placed on a

trial period for six months. The trial period shall be twelve (12) months for an employee who is not under on-site supervision due to a requirement to travel. Such trial appointment shall become regular upon completion of this period to the satisfaction of the Employer. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee is unable to perform the duties of the new position within the trial period, the employee shall return to the employee's former position without loss of seniority and will return to that position at the same step on the salary scale as the employee was placed prior to the move.

Any other employee who is displaced as a result of the employee's return to his/her former position shall also revert to his/her former position or status without loss of seniority and will return to that position at the same step on the salary scale as where the employee was placed prior to the move.

13.08 Term Appointment

A specified term appointment may be made to replace an employee who is on extended leave of absence or for a special assignment of limited duration of no more than thirty (30) consecutive months, after which time the employer will either:

- (a) not fill the vacancy further;
- (b) fill the vacancy as a regular position pursuant to the procedures in Article 36; or
- (c) make one and only one further limited term appointment of up to six (6) months with the written approval of the President of the Local, which approval will not be unreasonably withheld.

The annual work interruption for sessional positions shall not be counted when calculating consecutive months.

- 13.09 A term appointee may apply for any position opening in the bargaining unit which occurs during his/her term appointment. If no member of the bargaining unit applies for the job and the term appointee is successful, the period of employment in the term position will be counted as seniority with the Employer. Should he/she apply unsuccessfully, or not at all, for a position opening, he/she will have no seniority claim on any position, and he/she may be released at the conclusion of his/her term appointment.

13.10 Casual Appointment

A casual appointment is defined as:

- (a) an individual hired on a day-to-day basis as required (e.g. to fill in where necessary for vacations, illnesses, etc.) not to exceed ninety (90) consecutive calendar days. Such temporary period of employment shall not be extended except with the consent

of the Union. Such consent shall not be unreasonably withheld. Any casual position, which exceeds 90 calendar days without such consent, will warrant the job being posted; **or**

(b) an individual who works on an “as needed” basis and not regularly scheduled.

13.11 In the event that a casual employee is the successful applicant for a position in which he/she is currently employed, his/her seniority shall commence from the date of appointment to the regular bargaining unit position, but the time he/she has already served in that position shall be credited toward his/her probationary period.

13.12 Limit on Appointment

No Member of the bargaining unit shall, at any time, be employed in more than one bargaining unit position.

13.13 Notwithstanding the above a current member of the bargaining unit may be appointed to a term position in which case his/her original position will be held until that term appointment is finished or the employee accepts another appointment within CBU, or otherwise terminates employment with CBU, whichever occurs first.

ARTICLE 14

14 HOURS OF WORK

14.01 The standard work week shall consist of five (5) consecutive days, **normally** from Monday to Friday inclusive.

14.02 (a) When hours of work are scheduled for employees on a regular full-time basis, they shall be scheduled so that employees on a weekly basis work thirty-two and one-half (32.5) hours, exclusive of meal breaks and regular part-time employees shall be scheduled to work a set number of hours per week that is less than thirty-two and one-half (32.5) hours. Employees will not be required to work split shifts.

(b) Regular Part-Time employees shall be scheduled for shifts on a bi-weekly basis according to their full-time equivalency (FTE) appointment status. Regular Part-Time employees who have an interest in working additional shifts or hours in their department shall notify their supervisor of their availability and may be scheduled for additional hours up to full-time.

(c) **Commencing April 1, 2018, all regular full-time positions within the bargaining unit will work on the basis of 1780 hours per year. Hours worked will be a combination of 36 weeks at 35 hours/week and 16 weeks at 32.5**

hours/week. Scheduling of hours will be at the discretion of the manager based on a one-year period commencing April 1 of each year. Once hours have been established, the manager may adjust hours providing one month's notice. Regular part-time employees and sessional employees' hours of work, prorated on the above, will be determined following consultation with the appropriate manager.

- 14.03 (a) Meal periods shall be scheduled as close as possible to the middle of the work day. An employee is entitled to a meal period of sixty (60) minutes. Where operational requirements permit, and with mutual agreement between the employee and his/her supervisor, meal periods may be less than sixty (60) minutes or more, to a maximum of ninety (90) minutes.
- (b) Employees shall be entitled to two (2) fifteen (15) minute rest periods per day.
- 14.04 An employee shall be entitled to take his/her meal period and rest periods away from the work station. Where this cannot be done, the meal period and rest period shall be considered as time worked.
- 14.05 The normal work day shall be between the hours of 8:00 a.m. and 5:00 p.m. By mutual agreement of the employee and the immediate supervisor, flex time may be scheduled. Where operational requirements permit, hours of work shall be scheduled at the preference of the employee.
- a) In circumstances where classroom schedules or the needs of operations necessitate (e.g. Library, Beaton Institute, Computer Services and Bookstore services), an employee may be scheduled outside the normal work day or standard work week following consultation with the Union.
- b) In the case of the bookstore services, there will be a summer "shut down" period of two weeks in length during the month of August when employees in that department shall take two weeks of their vacation entitlement. It is also the practise of the bookstore to schedule their employees' 2.5 "Reading Week" days off during February or March. Consideration will be given to scheduling at an alternate time should departmental operations permit.

14.06 **Travel**

The work of recruiting prospective students requires Employees to have work schedules which fall outside the standard work day and week. During times of travel, Overtime shall not apply, instead:

- (a) **Where travel requirements result in consecutive or cumulative overnight stays of three (3) nights up to and including six (6) nights in a fiscal year (April 1 to March 31), the employee will be granted two (2) additional days of vacation to be taken at a time mutually agreed upon with the Manager;**
- (b) **Where travel requirements result in consecutive or cumulative overnight stays of seven (7) nights or more in a fiscal year (April 1 to March 31), the Employee will be granted five (5) additional days of vacation in each vacation year to be taken at a time mutually agreed upon with the Manager;**
- (c) **Overtime shall not apply to hours related to travel.**

14.07 **Shift Premium**

Commencing on the date of the signing of this Agreement, an employee shall receive a shift premium of eight dollars (\$8.00) per shift, for all complete shifts worked (**whether six and one-half or seven hours**), including overtime shifts worked, on shifts half or more of the hours which are regularly scheduled between 6:00 p.m. and 6:00 a.m. An employee shall receive a shift premium of four dollars (\$4.00) for all complete shifts of at least three (3) hours' duration but less **than the scheduled full shift worked** (whether six and one-half (6.5) or **seven (7) hours**), including overtime shifts worked, on shifts half or more of the hours which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

ARTICLE 15

15 OVERTIME

- 15.01 (a) Overtime for regular full-time and regular part-time employees means authorized work in excess of full-time hours as defined in Article 14.**02**.
- (b) Time and one-half means one and one-half times the employee's straight time **hourly rate**.
- (c) Double time means two times an employee's straight time **hourly rate**.
- 15.02 An employee is entitled to time and one-half compensation for each hour of overtime worked by him/her.
- 15.03 An employee who is working full-time hours who is required to work overtime on his/her

first scheduled day of rest shall be paid at time and one-half for all hours worked by him/her.

- 15.04 An employee who is working full time hours who is required to work overtime on his/her second or subsequent day of rest is entitled to compensation at double time for all hours worked if s/he had worked the preceding day or days of rest.

Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and continuous calendar days of rest.

- 15.05 Articles 15.03 and 15.04 apply to overtime on all days of rest even when overtime occurs on two consecutive sets of rest days.

- 15.06 Overtime will not be paid for a period of less than 15 minutes. In computing overtime, a period of fifteen (15) minutes and less than thirty (30) minutes shall be counted as one-half hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one hour.

15.07 **Meal Allowance**

An employee who is required to work a minimum of two (2) hours overtime following his/her scheduled hours of work, or a minimum of five (5) hours on his/her usual day off, and where it is not practical for him/her to enjoy his/her usual mealtime before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he/she may take a meal break either at, or adjacent to, his/her place of work. Under such conditions, he/she shall be reimbursed his/her expenses for one meal in the amount of ten dollars (\$10.00) except where free meals are provided.

- 15.08 Compensation for overtime, as provided in Article 15.01, shall be paid except where, upon the request of the employee and with the approval of the Employer, overtime may be granted in the form of time off on the date or dates requested by the employee.

- 15.09 Overtime work shall be distributed as equitably as possible, **on a rotational basis in order of seniority**, among **willing and** qualified employees **who normally do the work. Once an Employee works an overtime assignment, s/he will move to the bottom of the list. Employees** will make reasonable efforts to work overtime when requested. The Employer will provide as much advance notice as possible.

ARTICLE 16

16 STANDBY AND CALLBACK

- 16.01 **Standby and Callback shall not apply when an Employee is engaged in travel on behalf of the University.**
- 16.02 Employees who are required by the Employer to standby shall receive standby pay of seven dollars (\$7.00) for each standby period of eight (8) hours or less.
- 16.03 An employee designated for standby duty shall be available during his/her period of standby duty at a known telephone number, and be able to report for duty as quickly as possible if called.
- 16.04 No compensation shall be granted for the total period of standby if the employee is unable to report for duty when required.
- 16.05 An employee who is called to work and reports for work shall be compensated in addition to standby pay, for a minimum of four (4) hours at straight time rate for the period worked or the applicable overtime rate, whichever is greater.
- 16.06 The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.
- 16.07 Employees called back shall be reimbursed for transportation to and from the place of work, as per CBU policy.

ARTICLE 17

17 VACATIONS

- 17.01 An employee shall be entitled to receive annual vacation leave with pay in accordance with the following:
- (a) Each year during his/her first forty-eight (48) months of service at the annual rate of one and one-quarter (1 1/4) days for each month of service in that year.
 - (b) Each year after forty-eight (48) months of service at the annual rate of one and two-thirds (1 2/3) days for each month of service in that year.
 - (c) Each year after fifteen (15) years of service at the annual rate of two and one-tenth (2 1/10) days for each month of service in that year, to an annual maximum of twenty-five (25) days.

- (d) Each year after twenty-seven (27) years of service at the annual rate of two and one-half (2 ½) days for each month of service in that year, to an annual maximum of thirty (30) days.
- (d) Each employee shall be entitled to an additional three (3) days vacation during the month of December and two and one-half (2 ½) days during Reading Week to be allocated by mutual agreement of employee and immediate supervisor.

Vacation credits shall not be earned while on unpaid leaves or while on long term disability benefits.

- 17.02 Preference in vacation schedule will be given to those employees with greater length of bargaining unit seniority as provided in Article 38.
- 17.03 Where operational requirements permit, an employee may, on request, carry over five (5) days of his/her vacation leave each year to a maximum carry over of twenty (20) days.
- 17.04 Where operational requirements permit, an employee may, on request, be granted five (5) days vacation leave of the next subsequent year.
- 17.05 An employee, upon his/her separation from the Employer, shall be reimbursed for the vacation leave to which he/she is entitled.
- 17.06 An employee, upon separation from the Employer, shall compensate the Employer for vacation which was taken, but to which he/she was not entitled under the provisions of Article 17.01, 17.03, 17.04.
- 17.07 When the employment of an employee, who has been granted more vacation with pay than he/she has earned, is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him/her.
- 17.08 The supervisor will make every reasonable effort not to recall an employee to duty after he/she has proceeded on vacation leave.
- 17.09 Where, during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, subject to the provisions of Article 28 that he/she incurs:
 - (a) in proceeding to his/her place of duty;
 - (b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave and;
 - (c) vacation days shall be rescheduled at the preference of the employee, when operationally possible.

17.10 The vacation year shall be April 1 to March 31. Vacation scheduling for Bookstore employees shall be in keeping with Article 14.05.

17.11 Scheduling of Vacation

- a) All employees shall have from April 1 to May 15 to provide written notice to their Supervisor of their vacation request for the period commencing June 1st of that year.
- b) An employee who requests vacation to be taken during the period of April 1 to May 31 shall make such request prior to February 1.
- c) When considering vacation requests made under 17.11 (a) or (b), preference will be given to those employees with greater length of bargaining unit seniority as provided in Article 38
- d) The Supervisor shall provide written confirmation within two (2) weeks following the cut off dates noted in 17.11 (a) and (b).

17.12 Employees who submit vacation requests outside of the dates in 17.11 shall have their requests considered as they are received (on a “first come, first served” basis).

17.13 When requesting vacation under 17.11 (a) and (b), an employee may exercise his/her seniority on two (2) occasions for vacation requests before or after the following long weekends:

Easter	Thanksgiving
Victoria Day	Remembrance Day
Labour Day	

A request before a long weekend and after a long weekend shall be considered as two (2) requests.

17.14 When the Employer cancels or alters a period of vacation which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period subject to the presentation of such documentation as the Employer may require. The employee must advise the Employer of the maximum potential liability under this Article at the time the vacation change is proposed.

17.15 If, while on vacation, an employee’s annual leave is interrupted because of a disabling illness or injury and all or a part of the period involves being admitted to hospital, the period of annual leave so displaced shall be counted as sick leave when medical evidence, satisfactory to the University, is provided.

ARTICLE 18

18 HOLIDAYS

18.01 The holidays for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) One-half (1/2) day beginning at 12:00 noon on Christmas Eve Day, where Christmas Day falls on Tuesday, Wednesday, Thursday, Friday, or Saturday.
- (m) Any other day, or part of a day, declared by the Employer or the provincial or federal governments to be a holiday for all employees.

18.02 When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on either:

- (a) the working day immediately following his/her day of rest; or
- (b) the day following the employee's annual vacation, or another day mutually acceptable between the Employer and employee.

18.03 Where a day that is designated a holiday for an employee as defined in Article 18.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

18.04 Where a day that is designated a holiday, as defined above, falls within a period when the employee is on sick leave as defined in Article 19, he/she shall be deemed to have received full credit for the holiday.

18.05 Compensation for Work on a Holiday

Where an employee is required to work on a paid holiday, as defined in Article 18.01, he/she

will receive compensation equal to two and one-half (2 ½) times his/her regular rate, as follows:

- (a) compensation at one and one-half (1 ½) times his/her regular rate, including holiday pay, for the hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday on an hour-to-hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

ARTICLE 19

19 SICK LEAVE

- 19.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which *Workers' Compensation* is not payable under the *Workers' Compensation Act* and as a result of which the employee is unable to perform his/her duties.
- 19.02 Regular full time, regular part-time, and regular sessional employees who were employed in that capacity prior to 19 January 2000, shall have a short term disability benefit for a period of fifteen (15) weeks (75 days) per year. This benefit shall be pro-rated for regular part-time employees. Except where an employee is on sick leave, reinstatement of the 75 day benefit shall occur April 1st of each year.
- 19.03 This short term benefit may be used for day-to-day incidental illness and to provide income protection during the elimination period for Long Term Disability (LTD). The elimination period starts when an employee first becomes totally disabled and ends after a period of 15 weeks of continuous total disability. If the disability is not continuous, the days the employee is disabled will be accumulated to satisfy the elimination period provided no interruption is longer than two (2) weeks and the disabilities arise from the same or related disease or injury. During the elimination period, it is the responsibility of the employee to make application for LTD benefits.
- 19.04 Regular full time, regular part-time, and regular sessional employees who were hired in that capacity following 19 January 2000 shall earn sick leave at a rate of 1 day for each month in which an employee has worked at least fifteen (15) days (vacation will be counted as days worked for this purpose), to a maximum accumulation of 75 days. These credits shall accumulate on a pro-rated basis for regular part-time employees.
- (a) Employees hired after the signing of this Collective Agreement shall be entitled to three (3) days sick leave at the commencement of their employment and shall then earn sick leave as outlined above.

- 19.05 Regular full time, regular part-time, and regular sessional employees shall be granted sick leave with pay when the employee is unable to perform the duties of the position for the reasons described in 19.01 and provided the employee has the necessary sick leave credits.
- 19.06 An employee may be required to undergo, without cost to him/her, medical examination(s) by a physician(s) of the Employer's choice. This would normally not be required unless the employee's absences on sick leave are either frequent or prolonged. The Employer is prepared to give due consideration to an employee's concerns about the Employer's choice of physician(s).
- 19.07 Sick leave shall not apply where an employee is already on leave of absence, including vacation (except as noted under Article 17.15), holidays, or any other leave specified in this Agreement.
- 19.08 In the case of absence of an employee due to illness, the employee must notify his/her manager or his/her delegate at a reasonable time before the commencement time of his/her normal day's work. In the case of an employee leaving work because of sickness, the employee's manager must be notified immediately. The Employer reserves the right to receive proof of illness satisfactory to the Employer.

ARTICLE 20

20 SPECIAL LEAVES

20.1 The Employer in any one year may grant leave with pay or without pay as per the provisions of this Article.

20.2

(a) **Bereavement Leave**

In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days. Immediate family is defined as father, mother, (or legal guardian), step-parent, brother, sister, spouse (**including a common-law spouse**), grandparent, grandchild, child of the employee, father-in-law, mother-in-law, son/daughter-in-law, stepchild or ward of the employee, and a relative permanently residing in the employee's household or with the employee permanently resides.

Every employee shall be entitled to special leave with pay up to a maximum of three (3) calendar days or two (2) consecutive working days, whichever is the greater, in the event of the death of the employee's brother-in-law, or sister-in-law. In addition

to the above, an employee may be granted up to one (1) day for travel and shall be paid for the travel day which is not a regularly scheduled day of rest.

In the event of the death of an employee's aunt or uncle, or niece/nephew, the employee shall be granted one day of leave for the purpose of attending the funeral.

In cases where extraordinary circumstances prevail, the Employer may grant special leave for bereavement in addition to the above as he/she determines necessary.

The above entitlement is subject to the proviso that proper notification is made by the employee to his/her Employer or delegated official.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave.

(b) **Interment or Memorial Service**

Where an interment or memorial service does not occur at the time of death of the family member as defined in (a) above, the Employee may choose to access Bereavement Leave days either:

- (i) **At the time of death;**
- (ii) **At the time of interment or memorial service;**
- (iii) **A portion at the time of death and a portion at the time of interment or memorial service.**

20.3 **Court Leave**

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court; or
 - (ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - (iii) before a legislative council, legislative assembly or any committee thereof

that is authorized by law to compel the attendance of witnesses before it.

20.4 Maternity/Adoption Leave

Members shall be entitled to Maternity Leave/Adoption and/or Parental Leave in accordance with the Nova Scotia Labour Standards Code R.S.N.S. 1989, c. 246, ss59-60, and as further amended unless increased leave or benefits are provided per CBU Pregnancy and Parental Leave policy.

20.5 Leave for Birth of Child

On the occasion of the birth of his child, a male employee shall be granted special leave with pay up to a maximum of three (3) days during the confinement of his wife. This leave may be divided into two (2) periods and granted on separate days.

20.6 Leave for Family Illness

In the case of illness of a member of an employee's immediate family, meaning spouse/partner, son, daughter, father, mother, step parent, step-child or a sister/brother who resides in the employee's home, and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his/her supervisor, leave with pay of up to three (3) days for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulation as provided in Article 19. The Employer may require proof of the need for such leave as he/she considers necessary.

20.7 Leave for Emergency

An employee shall be granted leave of absence with pay up to two (2) days for a critical condition which requires his/her personal attention resulting from an emergency (flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when he/she is normally off duty.

20.8 Leave for Storms

In the event that a storm or other like circumstances result in the closure of the University, employees will not be required to attend work and will suffer no loss of wages. If, however, the University maintains normal operations in these circumstances, employees will make every reasonable effort to attend to their normal work responsibilities, but should they be unable to safely reach the workplace, they shall not lose pay as such employees will be allowed to use vacation or accumulated overtime or make up the lost time by working extra hours. The arrangement for the make-up time must be agreed with the supervisor as soon as possible on the return to work.

20.9 Education and Training Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course(s) including tuition fees, entrance or registration fees, laboratory fees, course-required books. Traveling expenses shall be reimbursed in accordance with Article 28.
- (b) An employee, on request and subject to approval by the Employer, may be granted leave with 50% of the employee's annual salary to take courses in which the employee wishes to enroll and which will benefit the Employer.
- (c) Upon completion of the leave, the Member shall be required to return to the University for a period of time at least equal to twice the length of the leave. An employee who fails to return to the University shall reimburse the University for the compensation received during the leave. Should an employee return for a period of time less than twice the length of the leave, reimbursement will be calculated proportionally.

20.10 Leave for Self-Improvement

- (a) An employee who seeks leave of absence to achieve self-improvement in his/her professional competence will be granted that leave, if the department schedule permits. Where possible, within budgetary limitations, the employee may continue with up to 50% of his/her annual salary for the period of leave. Seniority and benefits will continue without loss, but no additional vacation entitlement shall be earned during the period of leave. The period of such leave of absence shall be included as part of the twelve (12) months continuous service requirement for an increment.
- (b) Upon completion of the leave, the Member shall be required to return to the University for a period of time at least equal to twice the length of the leave. An employee who fails to return to the University shall reimburse the University for the compensation received from it during the leave. Should an employee return for a period of time less than twice the length of the leave, reimbursement will be calculated proportionally.

20.11 Leave for Personal Reasons

An employee who seeks a leave of absence without pay for personal reasons may be granted that leave if the departmental operational requirements permit. The duration and number of leaves previously granted to an employee will also be taken into consideration in granting leave.

Employees with two or more years of continuous employment are eligible to apply for such leave. The leave will be for a maximum of twelve months duration and would not normally be granted for the purpose of taking employment with another employer. For leaves of less than six (6) months duration, seniority will continue to accrue during the leave. When a leave is of six (6) months or greater duration, no portion of the leave will be credited towards seniority. An employee on leave shall have their next salary increment delayed by a period equal to that of the duration of the leave and subsequent increments will be on this new date.

For leaves of up to one month in duration, full benefit coverage will remain in effect and the premium will be shared in the same manner as when the employee was actively employed. The employee may (subject to the relevant policies of the insurers) maintain full benefit coverage for the balance of any leave which is greater than one month in duration by paying both the employee's and Employer's portion of the premium.

20.12 Leave for Public Office

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days, and a minimum period of sixty (60) days;
- (b) for employees elected to public office for a maximum period of one term of office during which no benefits will be available or no seniority will accrue.

20.13 Leave for Professional Development

An employee, on request and subject to the approval of the Employer, may be granted leave with pay to attend workshops, seminars, or other relevant professional development activities.

20.14 Leave for Work Outside the Bargaining Unit

Subject to Employer approval in Article 20.01, an employee will be permitted a leave of one year from their own job to take another position, outside the bargaining unit, but within the University. Not later than the end of this one year period, the employee must either return to their own position or forfeit the position permanently. This period may be extended for a

maximum of one additional year if agreed to by the employee, Employer and the Union. The Union shall be notified. The employee will retain, but not accrue, seniority during this leave.

20.15 Leave of Absence for Full-Time Union Duties

An employee who is elected or selected for a full-time position with the Union (CUPE national, regional or local office) or the Nova Scotia Federation of Labour, shall be granted an unpaid leave of absence without loss of seniority for a period of one year. Not later than the end of this one year period, the employee must either return to their own position or forfeit the position permanently. This period may be extended for a maximum of one additional year if agreed to by the employee, Employer and the Union.

ARTICLE 21

21 OCCUPATIONAL HEALTH AND SAFETY

21.01 The Employer and Union agree to appoint representatives to the Occupational Health and Safety Committee and that matters related to Occupational Health and Safety will be determined by this committee and the *Occupational Health and Safety Act*.

21.02 An employee who is serving on the Occupational Health and Safety Committee will be granted time away from work with pay to attend meetings of the committee and other activities as required by the *Act*. Employees shall give such reasonable notice to their supervisors of the need to attend to their Occupational Health and Safety responsibilities as the circumstance allows.

21.03 The Employer shall provide marked areas, equipped with first-aid kits, for the use of employees who are either injured or taken ill during working hours.

ARTICLE 22

22 EMPLOYEE PERFORMANCE AND REVIEW FORMS

22.01 When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood, a copy of which shall be given to the employee.

22.02 Upon written request of an employee, and reasonable notice, the personnel file for that employee may be made available at least once per year for his/her examination in Human Resources the presence of the responsible administrator.

22.03 Documents submitted by third parties, which are deemed confidential by management and the author, shall not be made available to the employee. Other documents submitted by third

parties shall be available to the employee.

ARTICLE 23

23 DISCIPLINE AND DISCHARGE

23.01 No employee shall be disciplined except for just and sufficient cause.

23.02 Where an employee is disciplined by suspension with or without pay, or by discharge, the Employer shall, within two (2) weeks of the suspension or discharge, notify the employee and the President of the Union in writing including the reasons for such discipline or discharge.

The employee concerned shall have a union representative present at the time the discipline or discharge is imposed. If a union representative is not readily available, the employee may be sent home with pay and a meeting will be convened once a union representative is available.

23.03 Under extenuating circumstances, an employee may be suspended immediately, by the employee's supervisor. Such suspension will be with pay pending investigation of the alleged incident.

23.04 Where an employee alleges suspension or discharge in violation of Article 23.01, the employee may, within ten (10) days of the date of written notification, invoke the grievance procedure, including provisions for arbitration. For the purpose of a grievance, alleging violation of Article 23, the employee shall lodge a grievance at the final level of the grievance procedure.

23.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

23.06 In the event that there are confidential documents in an employee's personnel file that management intends to introduce at the hearing, such documents will be available for viewing by the employee prior to the arbitration hearing.

23.07 Upon request, notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after three (3) years have elapsed since the disciplinary action has been recorded, provided that no further disciplinary action has been recorded during this period.

23.08 Where it is determined that an employee has been disciplined by suspension with or without pay, or by discharge, in violation of Article 23.01, that employee shall be immediately

reinstated in the employee's former position without loss of seniority or any other benefit which would have accrued if the employee had not been suspended or discharged. In the case of suspension without pay or discharge, pay previously withheld shall be paid at the end of the next complete pay period following reinstatement.

ARTICLE 24

24 LAYOFF, RECALL AND RESIGNATION

Both parties recognize that seniority shall be recognized with respect to layoff and recall as outlined in Article 39 and further that in the event of a layoff the laid-off employee shall have the right to exercise his/her seniority pursuant to Article 24 herein.

24.01 LAYOFF means a suspension of active employment, or the permanent reduction in the regular hours of work for either a regular full-time or regular part-time member of the bargaining unit, as a result of a reduction of work required to be done by the Employer. Throughout the following clauses, the use of the word "lay-off" does not refer to "annual work interruptions" for regular sessional part time employees (see Article 38.05).

24.02 For the purpose of this Article;

- (a) For the purpose of this article, seniority shall be as defined in Article 38.
- (b) Job Category means a grouping or cluster of similar job categories within the bargaining unit as described herein (APPENDIX D) or amended from time to time by the parties to the agreement.

24.03 The Employer shall not layoff or discharge an employee who has completed his/her probationary period for reasons other than just cause as provided in Article 23, without having given at least:

- (a) twenty (20) days notice in writing to the employee, if the employee's period of employment is less than five (5) years;
- (b) forty (40) days notice in writing to the employee, if the employee's period of employment is five (5) years or more, but less than ten (10) years; and
- (c) sixty (60) days notice in writing to the employee, if the employee's period of employment is ten (10) years or more.

24.04 Where less notice in writing is given than provided in Article 24.03, the employee shall continue to receive pay for the number of days for which the employee was required to be in receipt of such notice.

24.05 The Employer will notify the Union in writing **of its intent to commence the lay-off procedure for** Employee(s) within the bargaining unit. **Within seven (7) days of notification, the Employer will meet with representatives of the Union to discuss alternatives to such lay-off(s) and for the Union, if it wishes, to suggest alternatives to such lay-offs provided they are operationally and financially practical and effective.** This information will be shared with the Union on a confidential basis in order to facilitate these discussions.

24.06

(a) **Within seven (7) days of the meeting in 24.05,** the Employer will notify the Union, in writing, **of its intent to serve** lay-off notice to any employee within the bargaining unit. The Employer and Union shall meet within a seven (7) day period in order to discuss the possible reassignment of employees affected by layoff. This information will be shared with the Union on a confidential basis

(b) Notice of lay-off pursuant to Article 24.05 shall include the effective date of the lay-off and the reasons therefore and will be copied to the Union president. At the time such notice is given the Employer and the Union will discuss possible reassignment with the affected employee(s). That employee must indicate, in writing, no later than seven (7) calendar days after receiving the notice of layoff, that she/he would rather be reassigned to another position than be laid off.

24.07 In the event of a layoff pursuant to Article 24.06, the laid-off employee shall have the right to exercise his/her seniority to be reassigned to a position occupied by the least senior employee of the same status (full time, part-time) within his/her job category (if not in a stand alone job category), for which he/she has the qualifications and ability to perform the duties of the position following a familiarization period, not to exceed five (5) weeks.

The Employer may consider additional options within the lay off procedure including those presented by the Union where the options are operationally practical and in accordance with the following principles:

- (i) to minimize the number of affected employees to be displaced;
- (ii) to minimize disruptions to affected employees by displacement.

In determining whether the laid off employee is so qualified and able to fill that position, the Employer will consider the laid off employee's qualifications as noted on the employee's file (the onus is on the employee to keep an up-to-date resume on file), that employee's performance in the employee's present position and the minimum requirements of the job into which the laid off employee may be reassigned. Such determination of qualifications and ability will include discussions with the supervisor for the position in question.

In all cases of reassignment, the final determination of whether an employee has demonstrated that he/she can perform the work after the familiarization period will be made by the Employer based on the job description and the duties contained therein. If the employee is not able to perform the duties of the job within the familiarization period the employee will be placed on lay off.

- 24.08 An employee who has been laid off pursuant to Article 24.06 and who was not able to be reassigned to a position within their job category pursuant to Article 24.07 and has the qualifications and experience in a job within another job category may elect to exercise his/her seniority to be reassigned to the position occupied by the least senior employee in that job category. In such cases, the employee will serve a familiarization period not to exceed three (3) months.
- 24.09 An employee who refuses the available reassignment will be placed on lay off status.
- 24.10 An employee who had been reassigned to another position in accordance with Article 24.07 or 24.08 will continue at the employee's existing rate of pay while assigned to this position. If the employee is assigned to a position with a higher salary scale, the placement on the new salary will be at the step that is the closest to the employee's existing rate of pay. If eligible, future increments will be made in accordance with Article 31.
- 24.11 (a) Employees who are laid off shall be placed on a recall list and shall be recalled for work in accordance with Article 24.11 (b). The employer shall give notice of recall in writing delivered to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- (b) The recall of employees on layoff shall be in order of seniority, providing the employee has the qualifications and ability to perform the work following a familiarization period not to exceed five (5) weeks.
- 24.12 A regular part-time employee who is laid off may only be reassigned to another part-time position and may only be recalled to another part-time position. A regular full-time employee may voluntarily choose to be re-assigned to a regular part-time position or be recalled to a regular part-time position. Notwithstanding the aforementioned, those part-time employees who were hired before 01 January 2003 will be allowed to exercise their seniority to be reassigned to regular full-time positions within their job categories subject to Article 24.07 and 24.08.
- 24.13 Should an employee fail to report in response to recall within ten (10) days, the employee will be deemed to have abandoned his/her job.
- 24.14 Laid-off employees will be given the opportunity to work in casual positions provided they

have the ability and qualifications to immediately perform all of the duties of the casual position. The Employer will not be held responsible for any lost opportunity for work when unable to contact an employee on layoff (only one attempt to contact shall be required). A laid-off employee who accepts casual work will be paid at the rate of pay which the employee was being paid at the time of layoff, translated into a daily or hourly rate, whichever is applicable.

Casual work will not be considered recall under this Article and taking such casual position will not alter the employee's layoff status nor require the Employer to give a new notice of layoff when the casual employment ends.

- 24.15 No new employee shall be hired or vacancy filled within the bargaining unit, until all employees on the recall list who have the qualifications and ability to perform the work following a familiarization period (not to exceed five weeks) have been given an opportunity to be recalled.
- 24.16 The lay-off shall become a termination of employment and recall rights shall lapse if the lay-off lasts for more than twelve (12) consecutive months without recall. At the end of this period, or any earlier time, an employee who has received lay-off notice wishes to terminate employment and waive recall rights, the employee shall be granted severance in the following amount:
- (a) One (1) month's pay if he/she has been employed for ten (10) years, but less than fifteen (15) years;
 - (b) Two (2) months' pay if he/she has been employed for fifteen (15) years but less than twenty (20) years;
 - (c) Four (4) months' pay after he/she has been employed for twenty (20) years.

The amount of severance shall be calculated by the formula:

$$\text{bi-weekly rate} \times 26/12 = 1 \text{ month.}$$

- 24.17 If an employee desires to terminate his/her employment, the employee shall forward a letter of resignation to the Employer or delegated official not less than ten (10) days prior to the effective date of termination, provided, however, that the Employer or delegated official may accept a shorter period of notice. An employee who fails to provide ten (10) days notice of his/her intention to terminate his/her employment may have deducted from monies owed him/her by the Employer, a sum equivalent to the salary payable to him/her for the period of notice which he/she failed to work. **An employee who resigns/retires part way through a year will receive no pay adjustment regardless of the hours worked year to date.**
- 24.18 The right of laid-off employees to benefits under this Agreement shall continue in accordance

with the terms and conditions of the contracts with the benefit carriers.

- 24.19 When an employee is to be laid off, the employee shall be granted two (2) hours off during the last shift, at the discretion of the employee's supervisor, in order to attend to any personnel or pay related matters not yet settled.

ARTICLE 25

25 GRIEVANCE PROCEDURE

- 25.01 Both parties agree that it is in their interest to attempt to resolve disagreements by informal discussion.

A grievance shall be defined as a dispute or difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

Step One – The Informal Procedure

An employee who wishes to initiate a grievance will first discuss the concerns with the employee's immediate supervisor. Informal discussions are without prejudice.

The informal discussion stage must be completed within ten (10) days of the grievable event or ten (10) days of the date that this event could reasonably have been known by the grievor to have occurred.

When any dispute cannot be settled through the informal procedure, it shall be deemed to be a "grievance" and Step Two of the grievance procedure may be invoked.

In each of the following steps of the grievance procedure, a meeting shall be arranged with the Employer and the Union representative and the grievor. The meeting will be arranged at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

- 25.02 Where the grievance relates to the interpretation or application of this Collective Agreement, or an arbitral award, an employee is not entitled to present the grievance unless the employee has the approval in writing of the Union, and is represented by the Union.

25.03 Step Two: If the employee or the Union is not satisfied with the decision of the immediate supervisor, the employee may, within five (5) working days of receiving the decision of the immediate supervisor, present the grievance in writing to the immediate supervisor or the designate for that position. The Employer shall reply in writing to the employee within ten (10) working days from the date the grievance was presented at Step Two. If the employee does not receive a satisfactory settlement within ten (10) working days from the date on which the employee presented the grievance in writing to the immediate supervisor or the designate for that position, the employee may proceed to Step Three.

Step Three: Within ten (10) working days from the expiration of the ten-day period referred to in Step Two, the employee may present the grievance in writing to the person at the next management level for that unit/department or the designate for that position. Any proposed settlement of the grievance presented at Step Two and any replies must accompany the grievance when it is presented to the Employer.

The Employer shall reply in writing to the employee within twenty (20) working days from the date the grievance was presented at Step Three.

If the employee does not receive a reply, or satisfactory settlement of the grievance from the Employer, the employee may refer the grievance to arbitration as provided in Article 26, within fifteen (15) working days of the date on which the employee should have received a satisfactory reply from the Employer.

25.04 At Steps Two and Three, the employee shall be accompanied by a representative of the Union. At Steps Two and Three, the supervisor shall be accompanied by a representative from the Human Resources Department.

25.05 In determining the timeframe in the above steps, Saturdays, Sundays, and recognized holidays shall be excluded.

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

25.07 Where a grievance has not been submitted to arbitration by the grievor within ninety (90) working days of the first occurrence of the event giving rise to the grievance, it shall be deemed to have been abandoned. For purposes of this Article, a grievance shall be considered to have been submitted to arbitration upon the appointment of the Chairperson, either by agreement or by application to the Minister of Labour.

25.08 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be submitted in writing and

discussed with the Director of Human Resources or the Local's President, as the case may be, within thirty (30) days of the date on which the matter giving rise to the grievance occurred. Where no satisfactory resolution of the dispute is reached, either party may within thirty (30) days of the initial discussion, submit the dispute to arbitration in accordance with Article 26 of this Agreement.

ARTICLE 26

26 ARBITRATION

26.01 Notification

Where a difference arising between the parties related to the interpretation, application, or administration of this Agreement, including questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 25, notify the other party, in writing, within fifteen (15) days of the receipt of the reply at the second step of its desire to submit the difference or allegation to Arbitration before a single arbitrator or an arbitration board.

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

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

26.03 (a) Where the parties have not agreed that a matter should be decided by a single arbitrator within seven (7) days of the request for arbitration, it shall be dealt with by an arbitration board.

- (b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.
- (c) The other party shall name its appointee within seven (7) days.
- (d) The two appointees shall select a chairman by mutual agreement.
- (e) In the event that the appointees are unable to agree upon a chairman within seven (7) days, then the chairman shall be appointed by the Minister of Labour for Nova Scotia.

26.04 Board Procedures

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

26.05 Decision of the Board

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

26.06 Disagreement on Decision

Should the parties disagree as to the meaning of the board's decision, either party may apply to the chairman of the arbitration board to reconvene the board to clarify the decision which it shall make every effort to do within seven (7) days.

26.07 Expenses of Arbitration Board

- (a) Each party shall pay one-half (½) the expenses of a single arbitration except when the arbitrator has been appointed by the Minister of Labour, in which case the expenses shall be apportioned as provided by Article 41 of the *Trade Union Act*.
- (b) Where the matter has been dealt with by an arbitration board, each party shall pay the expenses of its own appointee and one-half (½) the expenses of the chairman.
- (c) Where the chairman of an arbitration board has been appointed by the Minister of Labour, the costs shall be apportioned as provided in Section 41 of the *Trade Union Act*.

26.08 Amending Time Limits

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

ARTICLE 27

27 JOINT CONSULTATION – LABOUR MANAGEMENT COMMITTEE

- 27.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to the establishment of a Labour Management Committee (LMC) for the purpose of facilitating communication on matters of labour relations between management and the Union, and maintaining harmonious mutual relations between them. The LMC shall consist of a maximum of three (3) representatives from each side including an Employer’s Human Resources Representative and the Local President as part of the Committee who shall alternate in presiding over its meetings.
- 27.02 The LMC shall meet monthly, unless mutually agreed otherwise. If the Human Resources Representative and the Local President agree, the LMC may also have emergency meetings to deal with urgent matters.
- 27.03 The LMC shall meet during scheduled normal working hours and no pay or benefits shall be lost by employees engaged in this Committee.
- 27.04 The Committee shall keep minutes and distribute them to Committee members prior to the next meeting for the use of the Local and the Employer recognizing the fact that some issues must be dealt with confidentially. In this respect, the Committee will determine the extent of the discussions and the distribution of minutes to employees outside the Committee.

ARTICLE 28

28 TRAVEL REGULATIONS

- 28.01 An employee who is required or authorized to travel on behalf of Cape Breton University for business shall be covered by the University *Financial Policies and Procedures*, for eligible costs.

ARTICLE 29

29 BENEFITS (PENSION, GROUP INSURANCE)

29.01 Group Insurance

Subject to the terms of the Plans, each regular full time employee and each regular part time employee (who is regularly scheduled to work one half or more of the normal hours of work) is required to participate in the Cape Breton University benefit plan which includes: health and dental, group life, accidental death and dismemberment and long term disability. In the case of the part time employee such participation and level of coverage shall be in accordance with the relevant benefit plan and applicable legislation, and furthermore such participation in the health and dental plan shall be at the same level of benefit and premium as a regular full time employee.

Notwithstanding the above, it is understood if an employee is already enrolled with their partner in a medical, health and dental plan, they shall have the option whether or not to participate in those specific CBU plans.

29.02 Pension

In keeping with the terms of eligibility outlined in the Nova Scotia Public Service Superannuation Plan (PSSP), eligible Employees, or term employees (where the term is for twenty-four (24) consecutive months or longer), are required to become members of the Nova Scotia Public Service Superannuation Plan (PSSP).

Eligibility and participation in the Nova Scotia Public Service Superannuation Plan (PSSP), and employee and employer contributions to the Plan shall be as determined, from time-to-time, as outlined in the Plan.

29.03 Contributions to Registered Retirement Savings Plan

For all term employees holding contracts which are for a minimum of eight (8) months, but less than twenty-four (24) months, duration, CBU will, on written request of the employee, make contributions to a Registered Retirement Savings Plan (RRSP) arranged by the University. The amounts contributed will be: (a) CBU will contribute **eight (8%)** percent of gross base salary; and (b) the employee will contribute a minimum of five (5) percent of gross base salary.

As required by federal law, the contributions made by CBU in respect to an RRSP will be reported as a taxable benefit and will be so indicated on the employee's T4.

ARTICLE 30

30 INJURY ON DUTY

- 30.01 When an employee is off work due to an accident or occupational illness resulting from his/her employment and which is approved as compensable by the Workers' Compensation Board, the Employer shall pay the employee his/her regular pay during the waiting period under the *Workers' Compensation Act* and shall also top-up the employee's pay to the maximum level permitted under the *Act* with such top-up to be charged against the employee's accumulated sick leave.
- 30.02 During the time an employee is off work receiving Workers' Compensation benefits:
- a) the employee shall maintain the employee contributions and the Employer shall maintain its contributions to group benefit plans. The affected employee shall maintain the employee contributions and the Employer shall maintain its contributions to the **Nova Scotia Public Service Superannuation Plan (PSSP) as permitted under the PSSP.**
- 30.03 The Employer shall maintain a record of its employees who suffer compensable injury or occupational illness on duty. The liability for any recurring disability whilst in its employ or subsequently that is attributable to the original injury or occupational illness, shall be provided for by the *Workers' Compensation Act*.
- 30.04 Where, in connection with a Workers' Compensation claim, the Employer requires an employee to provide medical certificates or reports, or to be examined by a medical professional it determines, the Employer shall be responsible for paying the costs of such certificates, reports or examinations unless any of such costs are paid by Workers' Compensation.

ARTICLE 31

31 PAY, ANNIVERSARY DATES AND JOB EVALUATION

- 31.01 Pay stubs shall be distributed no later than Thursday preceding the end of the bi-weekly pay period in question. The Employer shall deposit the bi-weekly pay to the employee's designated account not later than 4:00 p.m. on the Thursday preceding the end of the bi-weekly pay period.
- 31.02 Classification and rates of pay contained in Schedules I and II form part of this Agreement.

- 31.03 The rate of compensation of the person upon appointment to a position in the University shall not be less than the minimum rate prescribed for the class to which he/she is appointed.
- 31.04 The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position if he/she has qualifications in excess of the minimum requirements for the position.
- 31.05 Subject to Article 31.06, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater.
- 31.06 The rate of compensation of an employee upon promotion to a position may be at a rate higher than prescribed in Article 31.05, if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to that position.
- 31.07 Temporary Assignment
- (a) An employee who is asked to perform for a temporary period of five (5) consecutive working days the principal duties of a higher position in the bargaining unit, shall receive payment of acting pay for the period including the five (5) consecutive working days equivalent to that received by the employee in the position who is replaced. Covering the basic duties of a position such as greeting and directing visitors, answering the phone and checking email, regular mail, and voice mail do not constitute performing the principal duties of a position.
 - (b) Temporary Assignment pay does not apply to employees who are being cross-trained in other position(s). In the event that cross-training requires performance of the core duties of a higher classified position for a period exceeding five (5) consecutive days, acting pay as outlined above shall apply.
- 31.08 The anniversary date of an employee shall be the date on which the employee commenced a regular full-time, regular part-time, or regular sessional position. The anniversary date will only change if the employee is reclassified at which time the date of reclassification becomes the employee's new anniversary date or if the employee has been on an unpaid leave of absence. In the case of unpaid leave, unless stated otherwise, the anniversary date will be adjusted by the number of months the employee was on leave. In the case of an employee who is in a term position and becomes regular in that same position without a break, the anniversary date will be the date the term position first commenced.
- 31.09 Where an employee is recommended for a reclassification which falls on his/her anniversary

date, the employee's salary shall be adjusted first by the implementation of his/her annual increment, provided he/she is recommended and an increment is available in his/her present pay range, and on the same date, his/her salary shall be adjusted upward to comply with the provisions of Articles 31.05, 31.06 or 31.07.

- 31.10 The Employer may grant an increment for meritorious service after an employee has served for a period of twelve (12) months following the first day of the month established in Article 31.08, or twelve (12) months following the date of a change in his/her rate of compensation as established in Articles 31.05 and 31.06.

“Merit” shall be determined by factors such as education, skills, knowledge, experience, years of service, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned.

Increments, defined above, shall apply to those employees only who have not progressed through the normal scale steps to the top of the employee's current classification.

- 31.11 When an increase provided in Article 31.10 is withheld, the reason for withholding shall be given to the employee in writing.
- 31.12 When an increase provided in Article 31.10 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.
- 31.13 Positions in the bargaining unit will be reviewed at least once in every five (5) year period or upon request in the event of a substantial change in job duties. No employee shall refuse to participate in the job evaluation program. Failure to submit the *Job Analysis Questionnaire* and updated job description within six (6) months of notification of a review shall result in a withholding of any step advancement and/or negotiated increase in salary until such time as the *Job Analysis Questionnaire* and updated job description are submitted to Human Resources.
- 31.14 No job description will be altered without the consent of the Union save and except for circumstances as outlined in the Joint Job Evaluation process. An employee who has concerns about changes to a job description may request a meeting with the presence of their Union representative. Any change in an employee's job description, or when a new classification is introduced into the bargaining unit, the rate of pay shall be subject to the Joint Job Evaluation process as described in the Terms of Reference.
- 31.15 The JJEC shall meet to evaluate a position within six (6) calendar months after receipt by Human Resources of the *Job Analysis Questionnaire* that has been signed by the employee and Manager.

- (a) Where the classification of a position is increased through the Joint Job Evaluation procedure, the effective date for any salary increase will be the date that the completed *Job Analysis Questionnaire*, signed by the employee is received in Human Resources.
- (b) Where the classification of a position is decreased through the Joint Job Evaluation procedure, the employee's salary will be green-circled. The employee whose salary has been green-circled will continue to receive incremental increases as well as general salary increases while occupying that position.
- (c) Green-circling of an employee's salary rate will continue while the employee remains in the position. In the event an employee applies for and obtains a posted position, green-circling will cease effective the start date in the new position.
- (d) Where the classification of a provisionally rated position is increased through the Joint Job Evaluation procedure, the effective date for any salary increase will normally be the date the provisional rating was assigned. Where the employee has failed to submit the *Job Analysis Questionnaire* within one (1) year following the date the provisional rating was assigned, the effective date for any salary increase will be the date the *Job Analysis Questionnaire*, signed by the employee, is received in Human Resources.

ARTICLE 32

32 PROTECTIVE CLOTHING

32.01 Where conditions warrant and upon request, the Employer shall provide protective clothing in the form of smocks or coveralls.

ARTICLE 33

33 TECHNOLOGICAL CHANGE

- 33.01 (a) The Employer agrees to provide as much advance notice as practicable, but not less than three (3) months notice, to the Union of technological change in equipment or methods which would result in changes in the employment status or working conditions of employees, as provided for in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- (b) Any employee so affected would be given first consideration for re-training.

- (c) When a new Management Information System or other management information tools are introduced to the employees' current work place, the Employer shall provide reasonable opportunities for relevant training to be provided and the employee will be required to undertake such training at the request of the supervisor.

33.02 In the event of technological change, or other change causing job elimination, the Employer will seek ways and means of minimizing adverse affects on employees which might result from such change.

If a reduction in the workforce is to be made, the Employer will give every consideration to employee seniority. Re-engagements will be made on the basis of seniority. Other things being equal, the employee with the most seniority will be given the first consideration.

ARTICLE 34

34 SKILLS ENHANCEMENT

34.01 Skills Enhancement

It is recognized that CBU and the Union share a common interest in ensuring that members of CUPE Local 3131 maintain and/or improve their skill set at a level which will ensure the best service to CBU students/customers and produce the most effective working relationships between individual employees and/or schools and departments. It is also recognized that doing so both parties will benefit in that employees will continue to enhance their professional profile and the employer will have employees prepared to meet the challenges of change in the work place thus allowing the institution to remain competitive in attracting and maintaining a growing student base.

34.02 Professional Development

The Director of Human Resources, Registrar and Manager, Financial Services will meet with the Executive of CUPE Local 3131 annually prior to the beginning of the fiscal year to discuss specific professional development (PD) objectives of its members for the upcoming year. CUPE Executive members who submit a request for individual PD cannot participate in the assessment process. Consideration may be given to replace an Executive member with an alternate if CUPE representation falls below three members.

Prior to this meeting, the CUPE Executive will canvass membership to determine areas of interest related to professional development activities. Members who wish to apply for a specific training program/workshops must submit their request to the President of CUPE 3131, copied to Human Resources three weeks prior to the meeting. The request will include name of the program, cost associated with it, time off required, if any, and a statement on how this program will benefit the employee in performing the duties of the employee's position.

In assessing such objectives, the parties will consider (without limiting the generality of the foregoing) such factors as: CBU's internal needs assessment, CBU's overall HR Plan, and opportunities for training which have been identified during the previous year. CBU will commit specific funding from within its annual budgetary allocation to professional development towards achieving the mutually agreed upon PD objectives.

Individual requests will be assessed based on relevance of the program to the ability of the individual to perform the duties of the employee's position, length of service with the University, and length of time since employee's last approval for PD activities. The committee may consult with the appropriate supervisor to confirm the relevance of the program to the employee's position.

Once PD requests have been recommended by the committee for funding, the immediate supervisor will be advised of the employee's submission. Final approval will rest with the immediate supervisor if the request requires time away from the workplace. Employees who have made an individual application for PD will receive a written response from the committee. A copy will also be sent to the employee's immediate supervisor.

CBU will commit specific funding from within its annual budgetary allocation to professional development towards achieving the mutually agreed upon PD objectives.

Although organizational PD objectives will take priority, an employee, on request and subject to the approval of the Employer, may be granted time off with pay and/or reimbursement for associated costs to attend workshops, seminars, or other relevant professional development activities (including activities related to certification in areas pertinent to the employee's position) for example, to obtain a course to augment the employee's skills that will allow an improved performance of duties or to upgrade information technology skills.

Employees who attend PD activities such as workshops will provide a written report to their supervisor and CUPE Executive identifying the benefits obtained through such attendance. CUPE Executive reserves the right to request the member to provide information to their membership.

- 34.03 Members must first apply to their immediate supervisor for financial assistance from their respective department with respect to all such Professional Development as described herein.
- 34.04 A regular full-time or regular part-time member of the bargaining unit may also apply annually to the Vice President Academic for financial assistance in order to complete a professional certification related to their work. Such financial assistance, if approved in whole or in part would be for tuition and required course material only.

ARTICLE 35

35 JOB POSTING AND FILLING VACANCIES

35.01 The Employer shall make promotion from within its existing employees on the basis of job performance and ability, if employees with the necessary qualifications are available.

35.02 To be considered qualified, an applicant must meet the minimum requirements set forth in the job description for the position. When considering qualifications of the applicant, consideration will be given to equivalent degrees or diplomas. Job postings will normally include such information as: nature of position, qualifications, required knowledge/experience and education, skills, hours of work, salary classification.

35.03 Advertising

All position vacancies shall be posted internally for a period of at least five (5) full working days prior to being advertised through other media (unless otherwise agreed to by the President of the Union) to allow members of the bargaining unit to apply. Internal candidates include employees in regular full-time, regular part-time and sessional positions and current term employees.

- (a) Locations for internal postings shall be the bulletins boards in Campus Center, Human Resources, the Human Resources website, and CUPE Board.
- (b) With Union agreement, a position may be advertised internally and externally simultaneously. External applications shall not be made available to the Chair of the Hiring Committee until qualified internal applicants are considered.
- (c) Casual appointees who apply in response to an internal posting may, be considered once the selection process for members of the bargaining unit, if any, is completed and if the posted position is not awarded to a bargaining unit member. However, casual appointees shall not be given preferential status over other external applicants if the position is advertised externally.

35.04 When the Employer does not post a position which has become vacant within a maximum of thirty (30) calendar days from the occurrence of the vacancy, the Union has the right to request the reason therefore.

35.05 Within thirty (30) calendar days of the closing date of a posting, the successful applicant will be notified and provided with a contract letter for the new position (a copy of which shall be provided to the President of the CUPE Local 3131) and the unsuccessful applicants will also be notified in writing.

35.06 The successful applicant promoted or transferred to another position shall serve a trial period as outlined in Article 13.7 – Appointment. The pay rate will be determined by Article 31.05.

- 35.07 The Employer shall supply a copy of all postings issued to the President of CUPE, Local 3131, **three (3) days in advance of the posting.**
- 35.08 When an employee submits an application for a posting for which he/she was not successful, upon request, a meeting in the presence of a union representative, a representative of HR with the chair of the hiring committee will be arranged within ten (10) days of the position being filled (or such longer period as may be agreed upon). The purpose of such meeting is to discuss their current qualification, knowledge/experience, education and skills as they pertain to the posting as well as Professional Development opportunities that are available to the individual.
- If an unsuccessful applicant then elects to grieve the decision, an appeal shall be processed directly at Step Two of the Grievance procedure within ten (10) days of the employee being notified of the unsuccessful application and the discussion regarding qualifications referred to above has occurred.
- 35.09 The Employer agrees that positions within the bargaining unit shall remain part of the bargaining unit.
- 35.10 Where two or more qualified candidates are equal with respect to skills and ability, seniority shall determine the selection of the successful candidate. **In the event the selection of the successful candidate is to be made from among qualified, relatively equal Term Employees who have applied for the vacancy, while Term employees do not have bargaining unit seniority, the Term Employee with the longest service shall be given preference.**

ARTICLE 36

36 EXCLUSIONS

- 36.01 It is acknowledged that there is difficulty in establishing a service-wide policy for determining managerial and/or confidential exclusions.

The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees at varying levels are involved in the process of employer/employee relations.

The parties to this Agreement agree that Managerial Exclusions shall be determined by negotiation and mutual agreement between the Employer and the Union.

- 36.02 The guidelines to be considered in negotiating exclusions shall be:

- (a) position incumbents employed for the primary purpose of exercising senior management functions.
- (b) position incumbents employed in a confidential capacity in matters relating to labour relations.
- (c) a sufficient number of position incumbents to represent Management in matters relating to labour relations, taking into account both operational and geographic considerations.
- (d) a new position shall not be created by Management as an “exclusion” without first consulting the Union prior to job posting.

36.03 In the event that both parties are unable to agree on what positions should be excluded, either party may apply to the Labour Relations Board, Province of Nova Scotia, for a hearing on the question. The decision of the Labour Relations Board will thus be binding on both sides.

ARTICLE 37

37 TUITION FEE BENEFITS

37.01 The Employer agrees to waive tuition fees for continuing full time bargaining unit employees employed in that capacity on or prior to June 28, 2007 and their dependent children based on the criteria in Article 38.02.

A tuition waiver of 50% will be provided to continuing full time employees in the bargaining unit hired after June 28, 2007 and their dependent children based on the criteria in Article 37.02.

(a) Dependent Children

“Dependent children” shall mean any dependent child of the employee concerned to the end of the academic year of the child’s 26th birthday, or beyond that date if the child is dependent on the employee by reason of mental or physical disability. The child must be a child for whom the employee is entitled to claim tax credit under the Income Tax Act in the year in which the tuition waiver is requested or a child not over the age of 26 to whom the employee declares that they provide regular financial support. Where the child of an employee is living with and financially dependent on an employee consideration will be given to extending the tuition waiver up to age 27. To qualify for the continuation of the waiver, the child must maintain a satisfactory academic record.

(b) Continuing Full-Time Employees

A continuing full time bargaining unit employee (employed in that capacity prior to

28 June 2007) is, subject to the approval of the Employer and, where operational requirements permit, entitled to enroll in a full-time or part-time credit course in any undergraduate degree, diploma, or certificate programme or their equivalent, offered by the University and receive tuition fee waiver for such course.

A continuing full time bargaining unit employee (employed in that capacity after 28 June 2007) is, subject to the approval of the Employer and, where operational requirements permit, entitled to enroll in a full-time or part-time credit course in any undergraduate degree, diploma, or certificate programme or their equivalent, offered by the University and receive a tuition fee waiver of 50% for such course.

Employees who take such courses during normal working hours recognize that there may be occasions when it will be necessary to work beyond regularly scheduled hours to satisfy work requirements. Such time shall not be considered overtime as per Article 15.01(a) unless it exceeds the daily authorized leave.

(c) Spousal Waiver for Continuing Full-Time Employees

A tuition waiver of 50% will be provided to the spouse of an employee enrolled in a credit course(s) where the employee has been employed in a continuing full time position for two or more years prior to the date on which the course will commence.

(d) Regular Part-Time Employees

Regular part time employees who are regularly scheduled to work one half or more of the normal hours of work for full time employees will be entitled to a tuition waiver which shall be one half of the benefits provided above for continuing full time employees.

(e) Death or Retirement of an Eligible Member

The above will continue to apply to the spouse and dependent children of currently employed eligible members after their death or retirement.

37.02 Eligibility Criteria for Employees, Children and Spouse:

The tuition fees waived shall be for full-time or part-time credits in any undergraduate degree, diploma or certificate program or their equivalent, subject to the following:

(a) Admission Criteria

Admission to credit courses shall be subject to:

- (i) the normal prerequisite admission requirements;
- (ii) the availability of free space within the credit course;

- (iii) available space within a given credit course shall be first given to students paying full tuition fees;
- (b) "Tuition fee" shall mean only the basic tuition fee applicable to specific credit courses.
- (c) Tuition Waiver benefit does not apply to the following:
 - (i) students enrolled in graduate courses;
 - (ii) students involved in an International Exchange Program.
 - (iii) courses delivered by tutorial or distance delivery are ineligible for tuition waiver.

37.03 An employee is normally required to pay fees for non-credit offerings.

37.04 An employee may enroll in a non-credit program which will, in the opinion of the Employer, enhance the employee's job performance. Subject to the Employer's approval and conditions on free places (37.02 above), the employee shall not be required to pay fees for that non-credit course.

ARTICLE 38

38 SENIORITY

38.01 Seniority shall be defined as the length of continuous bargaining unit service either with the Employer or with the predecessor Employers. Seniority of existing Employees is reflected in the seniority list attached hereto as Schedule "B"

38.02 Seniority will be recognized in the following matters:

- (1) Vacation scheduling
- (2) Leaves of absence
- (3) Effects of technological change
- (4) Layoffs

And all other things being equal for:

- (1) Transfers
- (2) Training
- (3) Promotions

38.03 The Employer shall maintain a seniority list showing the date on which each employee commenced employment with the Employer as a member of the bargaining unit and shall give a copy of the seniority list to the President of the Union no later than June 1st of each year. Upon posting of the seniority list, employees shall have thirty (30) calendar days to bring any errors or omissions to the attention of the employer. When posted, the employer

shall provide a copy of the seniority list to any employees on Leave of Absence. Where two or more employees commence work on the same day, seniority shall be determined by 'lot' in the present of the employees and President and Secretary of the Union.

38.04 An employee shall lose their seniority and employment status in the event that she/he:

- (a) resigns in writing;
- (b) is discharged and is not reinstated pursuant to the grievance and arbitration procedures as provided in this Agreement;
- (c) is laid off work for a period of twelve (12) months. This clause does not apply to sessional part-time employees with annual work interruptions (see 38.05 below);
- (d) fails to return to work upon expiration of an approved leave;
- (e) is absent without leave for three (3) consecutive days without notification to the University (unless such notification is impossible due to circumstances beyond the employee's control);
- (f) is absent from work for thirty (30) consecutive months due to illness, accident or disability;
- (g) fails to report for work within ten (10) working days from the date the Employer sends to the employee's last address on file with the employer, by registered mail, written notification of recall.

38.05 Sessional Part-time Employees

Sessional part-time employees will accrue seniority during the periods of that employee's absence for the annual work interruptions provided that the employee returns to work on the specified return date(s) [unless it is impossible due to circumstances beyond the employee's control]. If the employee in question does not report back to work on the specified return date(s), his seniority and employment rights will terminate.

ARTICLE 39

39 TERM OF AGREEMENT

39.01 Except for articles which specify otherwise, this Agreement is effective for the period April 1, 2017 through March 31, 2020 and will be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days, and not more than sixty (60) calendar days prior to the expiration of this Agreement, or any renewal thereof.

39.02 Where a party to this Agreement has given notice under Article 39.01, the parties shall, as soon as practicable, commence collective bargaining.

39.03 Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

- 39.04 Members of this bargaining unit who have terminated their employment with CBU through retirement shall be entitled to receive any retroactive pay earned by them during the period from the expiration of the contract and prior to their termination.
- 39.05 It is clearly understood and agreed by both parties of this Agreement that the only clause carrying with it a retroactive implication is that dealing with salaries as outlined in Appendix B. All other provisions will be effective on the date of signing of the Agreement.

APPENDIX A - MATERNITY LEAVE BENEFITS

UNDER SUPPLEMENTARY EMPLOYMENT BENEFIT PLAN

Purpose:

The purpose of the plan is to supplement Employment Insurance (EI) benefits paid during periods of maternity leave to all female employees of the Cape Breton University who meet the eligibility requirements.

Administration:

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

Eligibility:

Any full-time permanent employee, having been employed with the University for a minimum of twelve consecutive months, who is granted maternity leave consistent in timing and duration with the Labour Standards Code of Nova Scotia, will be eligible for benefits under the plan, provided the employee has registered at and complies with the reporting requirement of the Employment Insurance Commission and University and qualifies under the Employment Insurance Act for employment insurance benefits as outlined herein. Any employee commencing a second, consecutive 12-month contract will be considered a full-time permanent employee for the purpose of maternity leave eligibility. Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan. Supplementary employment benefits are payable for a period during which an employee is not in receipt of EI, if the only reason for non-receipt is that the claimant is serving the **one**-week waiting period.

A regular sessional employee who has been employed with the University for a minimum of twelve (12) months shall be eligible for the benefits outlined in this plan during the time they normally would be at work. A regular sessional employee is not entitled to supplementary top-up payments for the period not normally worked.

For clarity, an employee who has sessional leave for July and August, and commences maternity leave in May shall be eligible for supplementary benefits during May and June, but not during July and August, and shall resume eligibility in September.

Benefit:

Based on current regulations, the benefit paid by the Cape Breton University under the sub-plan will be 95% of full pay for the first-week (EI waiting period) and the University will pay an amount which, combined with the employment insurance benefit and any other earnings from employment, will equal 95% of the employee's normal, authorized, pro-rated weekly salary from service with the University at the commencement of the maternity leave. Supplementary employment benefits will be paid up to a maximum of fifteen weeks beyond the **one**-week waiting period. All amounts paid under the plan will be subject to normal income tax deduction.

Benefit Non-entitlement:

1. Total benefits are not payable for any period in which the employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act.
2. Benefits are not payable if:
 - a) the employee has been dismissed or suspended without pay;
 - b) the employee has terminated her employment through resignation;
 - c) the employee is on approved leave of absence without pay; or
 - d) the employee is receiving insurance benefits under the University's Long Term Disability Program.

Other Restrictions:

1. Employees do not have a right to SUB payments except for the supplementation of EI benefits for the employment period as specified in this plan.
2. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Application of Benefits

An employee may make application to the University for Maternity Leave commencing at any time during the period of ten weeks immediately preceding the specified week of birth.

Application should be made at the same time to the Employment Insurance Commission. Following the **one**-week waiting period from the Maternity leave date, the employment benefit will commence.

The employee must obtain an EI Record of Employment Certificate from the Payroll Department and present this form to the Canada Employment Centre. It is necessary that the employee provide the Payroll Department with a copy of the EI Benefits statement to verify the amount of the weekly

benefit received from EI. Upon receipt of this information, the Payroll Department will calculate the balance of the supplementary benefit to be paid by the University.

Benefit deductions will continue during the period of time the employee is in receipt of the Supplementary Benefit, and it is recommended that the employee continue benefit payments during the balance of the leave to ensure no interruption in enrolment in health benefit plans.

Parental Leave:

Employees will have access to Parental Leave as outlined in the CBU Pregnancy and Parental/Adoption Leave Policy.

Human Resources
17 January 1994
updated 1 October 1994
updated November 2013
updated February 2018

APPENDIX B – GENERAL SALARY INCREASES

Salary Increases for Current Members of the Bargaining Unit

Effective Date	Amount
1 April 2016*	1.25%
1 April 2017	1.25%
1 April 2018	1%
1 April 2019	1%

***For reference purposes, the Collective Agreement covering the period April 1, 2013 to March 31, 2016, was extended for a one-year term by a Memorandum of Agreement. The general salary increase of 1.25% was applied on April 1, 2016.**

APPENDIX C

TERMS OF REFERENCE

between

CAPE BRETON UNIVERSITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 3131

Amended November 2013

**APPENDIX “C”
JOINT JOB EVALUATION COMMITTEE (JJEC)
TERMS OF REFERENCE**

ARTICLE 1 - PURPOSE

- a) To carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 3131 and Cape Breton University.
- b) To jointly implement a single job evaluation plan/Gender Neutral Comparison System (GNCS) to achieve the principles of sound job evaluation for all jobs within CUPE Local 3131 and conform with the requirements of the Nova Scotia Pay Equity Act. The plan will include these four main factors:
 - i) Skill;
 - ii) Effort;
 - iii) Responsibility;
 - iv) Working conditions.

ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Benchmark Jobs	“Sample Jobs” which represent a cross section of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison under the job evaluation plan.
Collective Agreement	The Collective Agreement currently in effect between the Employer and CUPE Local 3131.
Degree Level	The actual measurement levels within each sub factor.
Duty	Is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Gender-Neutral	Any practice or program which does not discriminate between men and women.
Green-Circled Rate	Those wage rates that exceed the maximum rate in the newly established band.
Increment	One of a series of fixed rates on a salary range.
Incumbent	An employee assigned to a job.

Job	Is made up of a collection of duties and responsibilities.
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observations.
Job Analysis Questionnaire	The instrument used to collect and record job data, which forms part of the job documents.
Job Description	The written description of a job, which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	A measuring tool used to rate jobs. It contains sub factor definitions with corresponding degree levels and notes to raters.
Joint Job Evaluation Committee	The Committee responsible for the implementation of the job evaluation plan and which is made up of equal representatives from union and management.
Out-of-Schedule Rate	A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary range within the salary schedule including increments, if any.
Points	The numerical expression assigned to each degree level within each sub factor.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each sub factor for each job.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the Committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis.
Sub factors	Are components of the four major factors.
Substantive	Generally means that the job duties have been significantly and materially altered. For example, by the introduction of new equipment, significant change in

	processes/procedures or major restructuring of duties within a work unit.
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total Points	The sum of all points allotted to each job for all sub factors determined in accordance with the job evaluation plan.

ARTICLE 3 - THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 3.1 The JJEC shall have equal representation consisting of three representatives from the Employer and three representatives from the local union. A quorum for the JJEC shall be four individuals (two from each Employer and union).
- 3.2 The Employer and the union shall each designate one of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:
- a) The chairing of Committee meetings;
 - b) The scheduling of regular Committee meetings, which includes notification of appropriate supervisors for Committee members' attendance;
 - c) Establishing the priority of matters to be acted upon by the Committee.
- 3.3 Each party will appoint an alternate representative to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 3.4 The Employer may provide administrative support services to the Committee. The administrative support person will be responsible for recording evaluation decisions of the Committee. The person performing these functions may or may not be a member of the Committee. These services shall be under the direction of the Co-chairs and shall include:
- a) The distribution of all Committee correspondence to the Committee Co-chairpersons;
 - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The preparation and distribution of Committee documents.

All Committee documents will be kept in the Human Resource Office. Members of the Committee will have access to such documents in the Human Resources Office during normal business hours. Official minutes of the Committee's activities (those agreed to by the parties) will be kept in the Human Resources Office.

- 3.5 The Union Committee members and any alternates appointed by the Union shall be granted leave of absence without loss of regular pay and without loss of seniority, subject to their supervisor's right to withhold permission if operational requirements dictate, for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.6 Job rating decisions of the Committee shall be made by consensus. It is understood that consensus does not mean unanimous agreement and that although it is desirable to have all Committee members in agreement on each rating, it is not always possible and should not hold up the process.
- 3.7 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's Co-chairperson.
- 3.8 Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice, but not to vote, and shall not be considered to be a member of the Committee.

ARTICLE 4 – MANDATE OF THE JJEC

- 4.1 The JJEC shall maintain the Gender-Neutral Job Evaluation Program by:
 - a) Evaluating all jobs in the bargaining unit (including appeals) using the job evaluation plan;
 - b) Identify the appropriate job category for the position;
 - c) Maintaining the integrity of the program;
 - d) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time-to-time;

- e) Recording the results and rationale on the rating sheet and complete the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the JJEC, Co-chairs, incumbent(s), supervisor and the union;
- f) Keeping confidential all proceedings and deliberations of the Committee.

ARTICLE 5 – JOB EVALUATION PROCEDURE

5.1 The following general procedure shall be used to rate jobs:

Step 1 – A Job Analysis Questionnaire shall be completed by the incumbent(s) and by the supervisor. The completed questionnaire shall be submitted to the JJEC along with the copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

Step 2 – An updated job description reflecting the current duties and responsibilities shall be prepared by Human Resources, signed by the incumbent and Manager, indicating agreement. Appended to the job description shall be the Qualifications required for the position.

Step 3 – The job shall now be rated in accordance with the job evaluation plan. The Committee shall also identify the appropriate job category for the position. The Committee shall use information obtained from the completed questionnaire, job description, interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace. The plan evaluates the skill, effort, responsibility and working conditions involved in the job. Each of these factors is subdivided into sub factors which provide a standard against which each job is rated to determine its relative worth.

Step 4 – When the Committee rates a job, it will provide the supervisor and the incumbent(s) with the *Advice of Rating Form* (Appendix B).

5.2 In the application of the job evaluation plan, the following general rules shall apply:

- a) It is the content of the job and not the performance of the incumbent(s) that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are placed at the appropriate degree level in each sub factor by comparing the specific requirements of the job to the sub factor definition and the description of each degree level plus benchmarking;

- d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions ratings of all other jobs rated under the plan;
- e) No interpolation of sub factor degrees (i.e. mid-points) is permitted;
- f) The factors and sub factors must have an impact on jobs being rated;
- g) Overall rating decisions shall include a sore-thumbing process before finalizing to ensure consistency in Committee decisions;
- h) A Committee member shall not rate his or her own job, the position of a direct subordinate or any position where the rating of that job may place him or her in a conflict of interest situation.

5.3 Job Evaluation Procedure for New Jobs

Whenever the Employer wishes to establish a new job within the bargaining unit, the following procedures shall apply:

- a) The Employer shall prepare a provisional job description for the job;
- b) The newly created position within the bargaining unit shall be provisionally rated before applicants are recruited.
- c) The Employer agrees to provide the President of the Union with a copy of a job description of all new jobs created within the bargaining unit and their provisional rating;
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the finalized job description to the JJEC. The JJEC shall establish the appropriate job rating according to the procedure set out in these Terms of Reference. At this time the incumbent's provisional rate will be adjusted if necessary.
- e) If the pay grade decreases as a result of the six-month review, the employee's salary shall be adjusted to step level of the correct classification that is closest to, but higher than, the individual's salary. If the provisional salary is higher than the salary range for the correct classification, the employee's salary shall be adjusted to the highest step level of the correct classification. If the incumbent was a member of the bargaining unit in another position, he/she may return to his/her former position as per the Collective Agreement. If the member does not choose to remain in the position at the new rate, the job will be reposted.

5.4 Job Evaluation Procedure for Changed Jobs

Where a position undergoes a substantive change in job duties or responsibilities, an employee or Manager may request review of the classification by contacting Human Resources.

- a) Human Resources shall prepare a provisionally rated job description. The position shall be evaluated using the regular procedure (Article 5) in approximately six (6) months, unless the Manager and employee request a deferral of up to four (4) months.
- b) If the provisional job rating is in a salary band higher than the employee's current rate of pay, their placement on the new salary scale shall be determined by the collective agreement.

ARTICLE 6 - APPEAL PROCEDURE

- 6.1 An employee or supervisor who considers himself/herself improperly classified may request review of his/her classification by submitting Job Evaluation Appeal Form (Appendix "C") within thirty (30) days of receiving the *Advice of Rating Form*.
- 6.2 The incumbent or the supervisor shall submit a *Job Evaluation Appeal Form* (Appendix C), stating the reason(s) for disagreement with the classification and providing substantiating information. The *Appeal Form* will identify specific factor(s) that are the subject of the disagreement.
- 6.3 The JJEC shall meet no later than sixty (60) days upon receipt of the *Job Evaluation Appeal Form*.
- 6.4 The JJEC shall reconsider the information provided. Where further information is required, interviews may be held with incumbent(s) and/or the supervisor and/or visits to the workplace.
- 6.5 The Committee shall reconsider the rating of the factor(s) requested and may also review other factors.
- 6.6 The JJEC shall make a decision which shall be final and binding upon the parties and all employees affected. The Committee shall inform the employee and manager of the final decision by completion of Appendix "D", *Job Evaluation Appeal Decision Form*. These decisions are not subject to arbitration or review by any third party.

ARTICLE 7 – SETTLEMENT OF DISAGREEMENTS WITHIN THE JJEC

7.1 Except for classification decisions in Articles 5 or 6, in the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the Employer of this fact, within fifteen (15) working days.

7.2 Either party may, by written notice to the other party, refer the dispute to a single mediator/arbitrator (recognized expert in the field of job evaluation) who shall be selected by agreement of the parties.

7.3 The mediator/arbitrator shall make a recommendation on the matter upon which the JJEC has been unable to agree. The mediator/arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not modify or amend any of their provisions. The decision of the mediator/arbitrator shall be final and binding on the parties.

7.4 The mediator's/arbitrator's fees and expenses shall be borne equally between the parties.

7.5 The time limits contained in this Article may be extended by mutual agreement of the parties.

ARTICLE 8 – APPLYING THE RATING TO THE SALARY RANGES

8.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relations between jobs are established;
- c) measure changes in job content;
- d) assign jobs to their proper pay grade in the salary schedule.

8.2 The total point allocation shall be used to determine the salary range for the jobs based on mutually agreed upon salary structure/banding.

8.3 The Employer retains the right to change the job duties of a green-circled position. If the change in job duties results in a re-evaluation of the position and the new points associated

with the position result in the green-circle being lifted, the incumbent will be provided with the new salary associated with the change of points.

Once the incumbent leaves the green-circled position, that position will be filled at the weighted salary derived from the application of the JJE system.

Signed at Sydney, Nova Scotia this _____ day of March 2018.

Board of Governors
Cape Breton University

Canadian Union of Public Employees
Local 3131

APPENDIX C-1

CBU & CUPE Local 3131 ADVICE OF RATING FORM	
Incumbent's Name:	
Job Title:	
Department:	
Current Pay Grade:	
Job Category:	

This is to advise the rating for the job to which you have been appointed is as follows:

JOB RATING											
Subfactors											
Degree											

Employer Co-Chairperson	Union Co-Chairperson
Date:	Date:

NOTE: Any employee or supervisor who disagrees with the job description and/or the rating established for the job may request reconsideration of the job description and/or rating by completing a *Job Evaluation Appeal Form* (Appendix C) and submitting it to the Joint Job Evaluation Committee. This request must be made within 30 days of receiving notice of "Advice of Rating Form".

Please refer to Article 6.0 - Appeal Procedure in the Terms of Reference.

APPENDIX C-2

CBU & CUPE Local 3131 JOB EVALUATION APPEAL FORM	
Incumbent's Name:	
Job Title:	
Department:	
Current Pay Grade:	

Instructions:
Explain rationale/reason below.
Explanation of reason for appeal:

Request initiated by:	<input type="checkbox"/> Incumbent	<input type="checkbox"/> Supervisor
Signature of Incumbent		Date
Signature of Supervisor		Date

Note: Please send original to Joint Job Evaluation Committee via Human Resources. Human Resources will forward copies to:	
<input type="checkbox"/> Incumbent(s)	<input type="checkbox"/> Supervisor

Please refer to Article 6.0 - Appeal Procedure of the Terms of Reference.

APPENDIX C-3

CBU & CUPE Local 3131 JOB EVALUATION APPEAL DECISION FORM	
Incumbent's Name:	
Job Title:	
Department:	
Current Pay Grade:	

Comments:

Employer Co-Chairperson	Union Co-Chairperson
Date:	Date:

Joint Job Evaluation Committee / Human Resources to forward copies to:			
<input type="checkbox"/>	Incumbent(s)	<input type="checkbox"/>	Supervisor
<input type="checkbox"/>		<input type="checkbox"/>	Union

APPENDIX D - JOB CATEGORIES AS OF NOVEMBER 2017

Clerical/Secretarial

Administrative Assistant, **Student Affairs**

Assistant, Jennifer Keeping AccessAbility Centre (Sessional Term)

Bookstore Clerk

Enrolment Services Representative

Max Bell Secretary (Sessional)

Mail Room/**Receiving Clerk**

Print Shop Clerk

Registrar's Office Representative

Secretary to the Schools

Secretary to the Shannon School of Business

Secretary, Unama'ki College

Finance

Accounting Clerk

Accounts Payable Clerk

Purchasing Clerk/Buyer

Senior Accounting Clerk

Library

Library Technician (Cataloguing, ILLO/Document Delivery, Reserves, Serials

Circulation and Documentation Delivery, Finance and Acquisitions

Library Media Technician

Archival Research Assistant

Stand Alone

Academic Life Coordinator – Nursing

Academic Support Officer

Audio/Video Digitization Technician

Data Analysis/Logistics Coordinator

Enrolment Services Professional

Enrolment Services Specialist

Production/Graphics Coordinator

Senior Graphics Designer

Video Production and Multi-Media Specialist

Video Production Coordinator

Student Life and Community Engagement Coordinator

IT/Technical

Programmer/Application Developer

Microcomputer Specialist

Network Administrator

Programmer/Analyst

Service Desk Specialist

APPENDIX E

SALARY RATES FOR GREEN CIRCLED EMPLOYEES

With the April 1, 2018 change to the annual hours of work, the calculation of the new annual salary and hourly rate, is as follows.

Annual hours, as of March 2018 = 1690 (32.5 X 52 weeks)

Hourly rate, as of March 2018 = current annual salary/1690

New Annual salary = (36 weeks X 35 hours/week X current hourly rate) + (16 weeks X 32.5 hours/week X current hourly rate)

New Annual hours = (36 X 35) + (16 X 32.5) = 1780 hours

Hourly rate = New annual salary/1780 hours

	1.25%	1.25%	1%	1%
	01-Apr-16	01-Apr-17	01-Apr-18	01-Apr-19
ADS7				
Step 5	\$43,974	\$44,524	\$47,364	\$47,837

Present incumbents in ADS7 are Nancy McKinnon and Carol Ann Sheppard.

	1.25%	1.25%	1%	1%
	01-Apr-16	01-Apr-17	01-Apr-18	01-Apr-19
Library Media Technician				
Step 6	\$49,982	\$50,607	\$53,835	\$54,373

Present incumbent in Library Media Technician is Barry Gabriel.

**APPENDIX F
SALARY RATES FOR MARKET DRIVEN CLASSIFICATIONS**

With the April 1, 2018 change to the annual hours of work, the calculation of the new annual salary and hourly rate, is as follows.

Annual hours, as of March 2018 = 1690 (32.5 X 52 weeks)
 Hourly rate, as of March 2018 = current annual salary/1690
 New Annual salary = (36 weeks X 35 hours/week X current hourly rate) + (16 weeks X 32.5 hours/week X current hourly rate)
 New Annual hours = (36 X 35) + (16 X 32.5) = 1780 hours
 Hourly rate = New annual salary/1780 hours

	1.25%	1.25%		1%	1%
	01-Apr-16	01-Apr-17		01-Apr-18	01-Apr-19
PC Specialist					
Base	\$43,489	\$44,032			
Step 1	\$45,605	\$46,175			
Step 2	\$47,722	\$48,319	Step 1	\$51,401	\$51,914
Step 3	\$49,840	\$50,463	Step 2	\$53,682	\$54,219
Step 4	\$51,958	\$52,608	Step 3	\$55,964	\$56,523
Step 5	\$54,077	\$54,752	Step 4	\$58,245	\$58,827
Step 6	\$56,195	\$56,897	Step 5	\$60,526	\$61,132

**Programmer/Analyst,
Application Developer, Data
Analysis/Logistics
Coordinator, Network
Administrator**

	1.25%	1.25%		1%	1%
	01-Apr-16	01-Apr-17		01-Apr-18	01-Apr-19
Base	\$48,288	\$48,892			
Step 1	\$50,642	\$51,275			
Step 2	\$52,995	\$53,658	Step 1	\$57,080	\$57,651
Step 3	\$55,348	\$56,040	Step 2	\$59,614	\$60,211
Step 4	\$57,702	\$58,424	Step 3	\$62,150	\$62,772
Step 5	\$60,055	\$60,806	Step 4	\$64,685	\$65,332
Step 6	\$62,409	\$63,190	Step 5	\$67,220	\$67,892

Stephen Edwards on term as Programmer/Analyst-SharePoint to May 18, 2018. Sarah Ernst on term as Programmer/Analyst-theSIS to May 18, 2018. To be placed on Step 1 on new scale effective April 1, 2018.

SCHEDULE I

POSITIONS & POINT BANDING

POSITIONS	POINT BANDING
	104-169 Band 1
Bookstore Clerk Receiver/Mailroom Print Shop Clerk Secretary (Unama'ki College)	170-199 Band 2
Assistant – Jennifer Keeping AccessAbility Centre (Term Sessional) Library Assistant, Circulation	200-229 Band 3
Library Media Technician Library Technician (Circulation and Document Delivery) Secretary – Max Bell Centre (Sessional) Secretary to the Shannon School of Business Secretary to the Schools	230-259 Band 4
Accounting Clerk Library Media Technician Library Technician – Acquisitions Library Technician – Interlibrary Loans/Document Delivery Library Technician – Reserves Senior Accounting Clerk Senior Graphic Designer	260-289 Band 5
Accounts Payable Clerk Administrative Assistant – Student Affairs Buyer/Purchasing Clerk Enrolment Services Representative Library Finance and Acquisitions Technician Service Desk Specialist Registrar's Office Representative	290-319 Band 6
Academic Life Coordinator – Nursing IT Programmer Application Developer Library Technician – Cataloguing Library Technician – Serials Video Production and Multi-Media Specialist	320-349 Band 7

Academic Support Officer Archival Research Assistant Audio/Video Digitization Technician Enrolment Services Professional (Provisional) Microcomputer Specialist	350-379 Band 8
IT Network Administrator IT Programmer/Analyst Production/Graphics Coordinator	380-409 Band 9
Enrolment Services Specialist - International Student Advisor Enrolment Services Specialist – Financial Support (Provisional) Enrolment Services Specialist – International Partnerships (Provisional) Data Analysis/Logistics Coordinator Video Production Coordinator Student Life and Community Engagement Coordinator	410-439 Band 10
	440-469 Band 11

SCHEDULE II - POINT BANDING & RATES OF PAY

With the April 1, 2018 change to the annual hours of work, the calculation of the new annual salary and hourly rate, is as follows.

Annual hours, as of March 2018 = 1690 (32.5 X 52 weeks)

Hourly rate, as of March 2018 = current annual salary/1690

New Annual salary = (36 weeks X 35 hours/week X current hourly rate) + (16 weeks X 32.5 hours/week X current hourly rate)

New Annual hours = (36 X 35) + (16 X 32.5) = 1780 hours

Hourly rate = New annual salary/1780 hours

	1.25% 01-Apr-16	1.25% 01-Apr-17	1% 01-Apr-18	1% 01-Apr-19
Band 1 - 104-169				
Step 1 - 80%	\$26,762	\$27,097	\$28,825	\$29,114
Step 2 - 85%	\$28,435	\$28,790	\$30,627	\$30,933
Step 3 - 90%	\$30,108	\$30,484	\$32,429	\$32,753
Step 4 - 95%	\$31,780	\$32,178	\$34,230	\$34,572
Step 5 - 100%	\$33,453	\$33,871	\$36,032	\$36,392
Band 2 - 170-199				
Step 1 - 80%	\$28,359	\$28,714	\$30,545	\$30,851
Step 2 - 85%	\$30,131	\$30,508	\$32,454	\$32,778
Step 3 - 90%	\$31,904	\$32,303	\$34,363	\$34,707
Step 4 - 95%	\$33,676	\$34,097	\$36,272	\$36,634
Step 5 - 100%	\$35,449	\$35,892	\$38,181	\$38,563
Band 3 - 200-229				
Step 1 - 80%	\$29,955	\$30,329	\$32,264	\$32,586
Step 2 - 85%	\$31,827	\$32,225	\$34,280	\$34,623
Step 3 - 90%	\$33,699	\$34,120	\$36,297	\$36,660
Step 4 - 95%	\$35,571	\$36,016	\$38,313	\$38,696
Step 5 - 100%	\$37,443	\$37,911	\$40,330	\$40,733

	1.25% 01-Apr-16	1.25% 01-Apr-17	1% 01-Apr-18	1% 01-Apr-19
Band 4 - 230-259				
Step 1 - 80%	\$31,552	\$31,946	\$33,984	\$34,323
Step 2 - 85%	\$33,523	\$33,942	\$36,107	\$36,468
Step 3 - 90%	\$35,495	\$35,939	\$38,231	\$38,614
Step 4 - 95%	\$37,468	\$37,936	\$40,356	\$40,759
Step 5 - 100%	\$39,439	\$39,932	\$42,479	\$42,904
Band 5 - 260-289				
Step 1 - 80%	\$33,945	\$34,369	\$36,562	\$36,927
Step 2 - 85%	\$36,067	\$36,518	\$38,847	\$39,236
Step 3 - 90%	\$38,188	\$38,666	\$41,132	\$41,544
Step 4 - 95%	\$40,311	\$40,815	\$43,418	\$43,852
Step 5 - 100%	\$42,432	\$42,962	\$45,703	\$46,160
Band 6 - 290-319				
Step 1 - 80%	\$35,542	\$35,986	\$38,282	\$38,664
Step 2 - 85%	\$37,763	\$38,235	\$40,674	\$41,081
Step 3 - 90%	\$39,985	\$40,484	\$43,067	\$43,497
Step 4 - 95%	\$42,206	\$42,734	\$45,459	\$45,914
Step 5 - 100%	\$44,427	\$44,983	\$47,852	\$48,331
Band 7 - 320-349				
Step 1 - 80%	\$37,139	\$37,603	\$40,001	\$40,401
Step 2 - 85%	\$39,460	\$39,953	\$42,502	\$42,927
Step 3 - 90%	\$41,781	\$42,303	\$45,001	\$45,451
Step 4 - 95%	\$44,102	\$44,654	\$47,502	\$47,977
Step 5 - 100%	\$46,423	\$47,003	\$50,002	\$50,502
Band 8 - 350-379				
Step 1 - 80%	\$38,734	\$39,218	\$41,720	\$42,137
Step 2 - 85%	\$41,155	\$41,670	\$44,327	\$44,771
Step 3 - 90%	\$43,576	\$44,121	\$46,935	\$47,404
Step 4 - 95%	\$45,997	\$46,572	\$49,542	\$50,038
Step 5 - 100%	\$48,418	\$49,023	\$52,150	\$52,671

	1.25% 01-Apr-16	1.25% 01-Apr-17	1% 01-Apr-18	1% 01-Apr-19
Band 9 - 380-409				
Step 1 - 80%	\$40,331	\$40,835	\$43,440	\$43,874
Step 2 - 85%	\$42,851	\$43,387	\$46,154	\$46,616
Step 3 - 90%	\$45,372	\$45,939	\$48,870	\$49,358
Step 4 - 95%	\$47,892	\$48,491	\$51,584	\$52,100
Step 5 - 100%	\$50,413	\$51,044	\$54,299	\$54,842
Band 10 - 410-439				
Step 1 - 80%	\$41,928	\$42,452	\$45,160	\$45,611
Step 2 - 85%	\$44,548	\$45,105	\$47,982	\$48,462
Step 3 - 90%	\$47,168	\$47,758	\$50,804	\$51,312
Step 4 - 95%	\$49,789	\$50,411	\$53,627	\$54,163
Step 5 - 100%	\$52,409	\$53,064	\$56,449	\$57,013
Band 11 - 440-469				
Step 1 - 80%	\$43,523	\$44,067	\$46,878	\$47,347
Step 2 - 85%	\$46,244	\$46,822	\$49,809	\$50,307
Step 3 - 90%	\$48,963	\$49,576	\$52,738	\$53,265
Step 4 - 95%	\$51,684	\$52,330	\$55,668	\$56,225
Step 5 - 100%	\$54,405	\$55,085	\$58,598	\$59,184

SCHEDULE A – SENIORITY LIST
As of November 2017

Employee Name	Seniority Date
Campbell, Mary D.	17-Oct-1977
Gabriel, Barry J.	01-Sep-1978
Patterson, Lisa A.	02-Sep-1986
Kochhar, Sajive K.	09-Nov-1987
Spracklin, Sherry L.	29-Aug-1988
MacLeod, Stephen B.	15-Oct-1990
MacNeil, Donald A.	16-Sep-1991
MacKinnon, Angela L.	01-Dec-1991
Sheppard, Carol Ann	02-Dec-1991
MacLeod, Suzanne E.	03-Feb-1992
Jones, Gail M.	28-Sep-1993
McKinnon, Nancy	11-Oct-1994
MacNeil, Anne	24-Oct-1994
Johnston-Roper, Donalda E.	13-Mar-1995
McInnis, Bruno J.	27-Mar-1995
Kennedy, Barbara C.	21-Nov-1995
MacDonald, Brenda	10-Jun-1996
Singleton, Lee	18-Dec-1996
Keough, Colleen	28-May-1997
McComb Boone, Patricia	27-Jul-1998
White, Jason	06-Dec-1999
Murray, Pauline	24-Jun-2002
Campbell, Edwenna	21-Aug-2002
Power, Caroline	24-Feb-2003
LeJeune, Yvonne M.	24-Aug-2004
Jones, Christopher	02-Apr-2009
Ferguson, Sarah**	14-Sep-2009
Windsor, Amanda**	14-Sep-2009
White, Carla	30-Sep-2009
MacKinnon, Darren	14-Jun-2010
Martin, Kim	07-Sep-2010
Edwards, Stephen	16-Sep-2010
Ernst, Sarah E.	04-Oct-2010
Ryan, Tracy	05-Jul-2011

Employee Name	Seniority Date
Garnier, Shannon	11-Jul-2011
Young, Cavelle	29-Aug-2011
Davidson, Janice E.	18-Jun-2012
Delaney, Samantha	16-Jul-2012
McNeil, Amanda A.	04-Sep-2012
Sakalauskas, Herbert	09-Oct-2015
MacLeod, Joanne	06-Aug-2013
Tobin, Karen	27-Oct-13
Christmas, Donna	03 Sep-14
McNeil, Grace	14-Oct-14
Aucoin, Chad J.	08-Jun-15
Lawrence, Alana	31-Aug-15
Billard, Jennifer	18-Jul-16
Wang, Kalie (Yujin)	23-Aug-16
Yuan, Isabella (Yu-Ting)	01-Oct-16
Thorne, Courtney	14-Nov-16
Oldford, Joanne	12-Dec-16
Hanratty, Patrick	05-Mar-17
Higgins, Laura	17-Apr-17
Donovan, Meghan C.	24-Apr-17
MacDonald, Nicole M.	15-Aug-17
MacQuarrie, S. Ian	21-Aug-17

*Union to conduct draw to determine who appears first on Seniority List.

SCHEDULE B

LIST OF TERM EMPLOYEES

As of November 2017

(Refer to Article 3.01 (f))

Employee Name
Hooper, Braydon
Phillips, Harold
Keough, Matthew

WITHOUT PREJUDICE/WITHOUT PRECEDENT

**LETTER OF UNDERSTANDING
between
CAPE BRETON UNIVERSITY
and
CAPE BRETON UNION OF PUBLIC EMPLOYEES, LOCAL 3131**

Re: **Students**

- (a) Students may be hired as student employees provided such employment does not cause the lay-off of any employee in the bargaining unit, or prevent the recall, of any laid off employee in the bargaining unit.
- (b) Students may assist the bargaining unit employees in the performance of their duties, and may work independently on assigned tasks. If the Union feels that the use of student employees is inappropriate (such as performing work for which they are not qualified), or the number of student employees or hours has increased significantly, the parties shall meet to discuss the matter. The concerns presented by the Union will be given due consideration.
- (c) The Employer may hire students who are engaged in a recognized work/study program at a school or university whose course of study requires or permits the student to participate in study-related work programs as an integral part of a degree or diploma requirement. The Employer will inform the Union when such employment is going to occur.
- (d) The rates of pay as defined in the Collective Agreement shall not apply to students unless they are specifically called in to fill in for an individual within the bargaining unit who is sick or on vacation, in which case the “casual rate” will apply for the specific day(s). For greater clarity, students will not normally be called in to replace a member of the bargaining unit who is sick or on vacation unless there are no “casuals” readily available.
- (e) Other opportunities for students to be employed not specifically contemplated herein will require prior consultation and consent of the Union. Such consent will not be unreasonably withheld.

Signed at Sydney, CBRM, in the Province of Nova Scotia, this ____ day of March, 2018.

**Board of Governors
Cape Breton University**

**Canadian Union of Public Employees,
Local 3131**

WITHOUT PREJUDICE/WITHOUT PRECEDENT

**LETTER OF UNDERSTANDING
between
CAPE BRETON UNIVERSTIY
and
CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 3131)**

Re: Market-Driven Classifications

The parties agree that the following positions have salary rates that are above the rates as determined through the Joint Job Evaluation Committee (JJEC). In the event that one of these positions is to be posted, it shall first be posted internally for the members of Canadian Union of Public Employees, Local 3131. At the time the position is to be posted, the Employer shall determine if the market-driven rate of pay is necessary in order to recruit a qualified candidate. The rate of pay, whether the Band or market-driven rate, shall be indicated on the job posting.

Position
Programmer/Analyst
PC Specialist
Data Analysis/Logistics Co-ordinator
Network Administrator
Application Specialist

For greater clarity, it is understood that incumbents in market-driven positions, will continue to receive negotiated general salary increases. There shall be no review of existing job duties to the jobs of market - driven classifications for those current incumbents listed herein as a direct result of the jobs they occupy being considered “market-driven”; however, the employer retains the right to change job duties in the normal course of events consistent with its rights under the Collective Agreement.

They further agree that this Letter of Understanding of along with the Terms of Reference – Joint Job Evaluation will form part of the Collective Agreement between the parties and govern all matters pertaining to job evaluation and classification.

Signed at Sydney, CBRM, in the Province of Nova Scotia, this _____ day of March, 2018.

**Board of Governors
Cape Breton University**

**Canadian Union of Public Employees,
Local 3131**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Without Prejudice/Without Precedent

**MEMORANDUM OF AGREEMENT
BETWEEN
CAPE BRETON UNIVERSITY and CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3131**

Re: Contracting out of Work

No regular full-time, regular part-time, or regular seasonal employee shall be laid-off, or see a permanent or temporary reduction of regularly assigned hours, due to contracting out of work that is well-established as being work that is part of the regular work duties and responsibilities of employees in the bargaining unit, provided the employee agrees to reassignment to another position. It is understood that the job posting process may be suspended to facilitate such reassignment.

The Employer will give one (1) week's written notice to the Union President, or designate, of any proposed contracting out and, ; will meet with representatives of the Union to discuss the reasons for the contracting out and for the Union, if it wishes, to suggest alternatives to such contracting out, provided they are operationally and financially practical and effective.

In recognition of the extraordinary nature of this commitment by the Employer, it is understood and agreed that such commitment is a one-time, non-renewable commitment and will expire on March 31, 2020.

Signed at Sydney, CBRM, in the Province of Nova Scotia, this ___ day of _____, 2018.

**Board of Governors
Cape Breton University**

**Canadian Union of Public Employees,
Local 3131**

_____	_____
_____	_____
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_____	_____

Without Prejudice/Without Precedent

**MEMORANDUM OF AGREEMENT
BETWEEN
CAPE BRETON UNIVERSITY and CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3131**

Re: No Lay-Offs

No regular full-time, regular part-time, or regular seasonal employee shall be laid-off, or see a permanent or temporary reduction of regularly assigned hours, provided the employee agrees to reassignment to another position. It is understood that the job posting process may be suspended to facilitate such reassignment.

In recognition of the extraordinary nature of this commitment by the Employer, it is understood and agreed that such commitment is a one-time, non-renewable commitment and will expire on March 31, 2020.

Signed at Sydney, CBRM, in the Province of Nova Scotia, this ___ day of _____, 2018.

**Board of Governors
Cape Breton University**

**Canadian Union of Public Employees,
Local 3131**

_____	_____
_____	_____
_____	_____
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