

COLLECTIVE AGREEMENT

between

NOVA SCOTIA GOVERNMENT AND GENERAL
EMPLOYEES UNION
LOCAL 18, MAINTENANCE CLASSIFICATION (MOS)

and

BOARD OF GOVERNORS
CAPE BRETON UNIVERSITY

Effective 1 August **2021** to 31 July **2024**

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PREAMBLE

The Parties agree that other purposes of this Agreement are to establish specific contractual provisions, to promote and maintain harmonious and fair relationships between the Parties, and to provide means acceptable to both parties for settling disputes which may arise between them from time to time.

Cape Breton University is committed to high-quality, accessible education; innovative research; and a vibrant, multicultural future for the island of Cape Breton. This Agreement is intended to provide the flexibility of operation necessary to support the University's mission, vision, values and strategic directions.

Existing practices or procedures of personnel not covered by this Agreement performing work similar to that done by employees in the Bargaining Unit shall not be changed by this Agreement, provided that this does not cause the layoff of any employee in the Bargaining Unit.

ARTICLE 1 - DEFINITIONS

1.01 For the purpose of this Collective Agreement:

- (a) "Union" means the Nova Scotia Government and General Employees Union.
- (b) "Bargaining Unit" means all employees coming within the classifications outlined in Schedule I of this Agreement, **subject to any exclusions as provided in this agreement.**
- (c) "Day", unless otherwise stated, means a work day.
- (d) "Day of Rest" means an assigned day off after or in relation to the regularly scheduled days of work in the work week.
- (e) "Employee" means a person included in the bargaining unit as a permanent and/or probationary employee.
- (f) "Employer" means the Board of Governors of Cape Breton University or its delegated representatives.
- (g) "Layoff" means a suspension of active employment as a result of a reduction of work required to be done by the Employer.
- (h) "Leave of Absence Without Pay" means to be absent from duty with permission, but without pay.
- (i) "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 their employees, done to compel their employees, or to aid another Employer to compel their employees to agree to terms or conditions of employment.
- (j) "Resignation" means voluntary termination of employment initiated by an employee.
- (k) "Rest Period" means a paid interval which is included in the work day.
- (l) "Same Sex and Common Law Spouse" means a person who, for at least a one continuous year period, lives with an employee in an intimate relationship publicly held out as "marriage-like".
- (m) "Service" means total accumulated months of continuous employment with the Employer from date of hire. In the case of a person who has one or more appointments other than a probationary or permanent appointment (a "first appointment") and who is subsequently appointed to a probationary or permanent position within the bargaining unit which begins immediately following the end of a "first appointment", (i.e., without any break in continuous

employment between those appointments), the date of hire shall be the commencement date of the most recent period of continuous employment. i.e. An employee hired September 1, 1997, as a term employee and who, while still employed, applies for and is the successful candidate for a permanent position, without a break in service, leaves their term position and starts probation in the permanent position on September 1, 1999, will have a hire date of September 1, 1997.

- (n) "Strike" means a cessation of work, or refusal to work, by employees in combination or in concert or in accordance with a common understanding.
- (o) "Termination" means the separation of an employee from their employment with the Employer.

1.02 The Parties agree that this Agreement will be written in gender neutral language. Changes will be made throughout the Agreement accordingly.

1.03 This Collective Agreement will be the agreement under which all negotiable items are bargained.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for employees in this bargaining unit.

2.02 It is agreed that where this Agreement specifies official written communication between the Employer and the Union, such communication will be effected by the Union when it sends such communication to the Director, Human Resources of the Employer or their delegate and by the Employer when it sends such communication to the Employee Relations Officer or his delegate, together with a copy to the President of Local 18 of the Nova Scotia Government and General Employees Union.

2.03 The provisions of this Agreement are binding on the Employer, the Union and the employees.

2.04 No employee 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.

2.05 (a) Persons employed by the Employer who are not members of the bargaining unit or who hold term appointments referred to in Article 12 shall not perform work which has been well established as being work which is part of the regular work duties and responsibilities of the employees in the bargaining unit, if doing so causes employees in the bargaining unit to be laid off or to work fewer than their normally scheduled hours.

- (b) However, paragraph (a) above will not apply when it is necessary for a non-bargaining unit employee or non-term appointee to perform such work in an emergency or when doing instruction or training of employees (including demonstrating the proper method to accomplish an assigned task) or in doing experimental work.
- 2.06
- (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) The season for employing summer students will normally be confined to a period between April 10 and September 10 in any one year during regular working hours. Students may be employed after September 10th on a limited capacity not to exceed fifteen (15) hours per week and not beyond October 31st. Provided no members of the bargaining unit are laid off, students may be employed after October 31st between the hours of 8:00am and 3:30pm Monday to Friday for snow removal or the set up or tear down of meeting rooms or events subject to the following:
 - (i) No one student will be employed for more than fifteen (15) hours per week;
 - (ii) The total hours of student employment will not exceed sixty (60) hours per week;
 - (iii) No more than four (4) students will be on site in accordance with this clause at one time; and,
 - (iv) Overtime by bargaining unit members performing snow removal will not be suspended for the purpose of student work.
 - (c) Students may be employed at the Canada Games Complex during the normal operating season of the facility. Such students will assist the bargaining unit employees in the performance of their duties but be restricted from performing work for which they are not qualified.
 - (d) 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.
 - (e) The rates of pay as defined in the Collective Agreement shall not apply to students.
 - (f) The supervision of student employees will not be the responsibility of members of the bargaining unit.

ARTICLE 3 - FUTURE LEGISLATION

- 3.01 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 this Agreement shall remain in effect for the term of this Agreement.

ARTICLE 4– MANAGEMENT RESPONSIBILITIES

- 4.01 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, size, location and arrangement of work space, discipline and termination of employment, assignment, classification, job evaluation system, merit system, training and development, appraisal and the principles and standards governing promotion, demotion, transfer, layoff, and re-appointment.
- 4.02 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.
- 4.03 Subject to relevant legislative requirements for employees and the Union, it is the exclusive function of the Employer to enforce safety and other regulations.
- 4.04 The Employer agrees that management rights will not be exercised in a discriminatory manner or in a manner inconsistent with this Agreement.

ARTICLE 5 – STRIKE AND LOCKOUT

- 5.01 The Union will not sanction, encourage, or support, financially or otherwise, a strike by the bargaining unit or any of its members during the term of this Agreement.
- 5.02 The Employer will not cause a lockout.

ARTICLE 6 – NO DISCRIMINATION

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

race
religion
colour
sex
national origin
creed

marital status [including same sex spouses as defined in Article 1.01(I)]
family status
age
political belief, affiliation or activity
physical or mental disability
ethnic, national or aboriginal origin
sexual orientation
gender expression
gender identity
place of residence
an irrational fear of contracting an illness or disease
source of income
first language
membership or legal activity in the Union

except where, as recognized by the Nova Scotia Human Rights Act, any of the aforementioned bases is either a bona fide qualification or reasonably precludes performance of the employee's duties and responsibilities, or 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 – MEETINGS AND BULLETIN BOARD SPACE

- 7.01 The Employer will provide bulletin board space for the posting of notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.
- 7.02 The Employer, where facilities permit, shall make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.
- 7.03 The Employer shall, on reasonable notice, allow Union meetings to be held on the premises.

ARTICLE 8 - INFORMATION

- 8.01 The Employer agrees to supply each employee of the bargaining unit with a copy of this Agreement, within thirty (30) days, following the signing of this Agreement. The Employer shall provide each new employee with a copy of the Collective Agreement upon hiring.
- 8.02 A bargaining unit employee shall be advised in writing as to whether their appointment is term, probationary, or permanent, and of their classification status.
- 8.03 Upon request, an employee shall be entitled to a complete and current statement of duties and responsibilities of their position. The Employer will ensure that position

descriptions are reviewed and revised when necessary at periodic intervals but under no circumstances shall that interval be in excess of three (3) years.

- 8.04 The Parties agree to have printed, in booklet form, sufficient copies of this Agreement, the cost of which shall be shared equally by the Employer and the Union.
- 8.05 The Employer will ensure that for those employees who do not have access to a computer at the workplace, or are unable to utilize a computer, that all information pertaining to employees (including but not limited to, information related to benefits, position vacancies, policies, events, "all-employee emails" and University wide bulletins) be provided to them in hard copy by posting it to the bulletin boards in the boiler room/lunch room and the Canada Games Complex on a daily basis. Employees provided with a cell phone for work-communication purposes will prevent access to the cell phone by unauthorized individuals.

ARTICLE 9 - STEWARD

- 9.01 The Employer acknowledges the right of the Union to appoint employees as stewards.
- 9.02 The Union shall determine the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 9.03 It is understood that the steward as a member of the Union has 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. Permission will not be unreasonably withheld. The steward shall report back to their Employer before resuming the normal duties of their position.
- 9.04** The duties of the **Steward** shall include:
- (a) investigation of complaints of an urgent nature;
 - (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 10 - CHECKOFF

- 10.01 The Employer shall, as a condition of employment, deduct from the bi-weekly pay of each employee in the bargaining unit, including permanent and probationary employees, and term employees referred to in Article 12.09, whether or not the

employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

- 10.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee mentioned in Article 10.01.
- 10.03 For the purpose of applying Article 10.01, deductions from pay for each employee will start with the first bi-weekly pay period of employment.
- 10.04 The amounts deducted in accordance with Article 10.01 in each month shall be remitted to the Secretary-Treasurer of the Union within fourteen (14) days of the date of the last deduction made in that month, and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 10.05 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.
- 10.06 The Employer shall advise the Union of the appointment of each new probationary or permanent employee, or of the cancellation or termination of each such appointment within five (5) work days after the date of such appointment, cancellation, or termination, unless circumstances warrant an extension of this period.
- 10.07 The Employer agrees to record the amount of said dues on the T4 slips of all employees paying same.

ARTICLE 11 – TIME OFF FOR UNION BUSINESS

11.01 Leave Without Pay

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted for union business:

- (a) to a reasonable number of employees who are members of the Board of Directors of the Union for attendance at Board meetings;
- (b) to a reasonable number of employees who are delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, and the Nova Scotia Federation of Labour;
- (c) to a reasonable number of employees who are members of standing Committees of the Union to attend meetings of such standing Committees;
- (d) to a reasonable number of employees who are members of the Executive of the Nova Scotia Federation of Labour to attend Executive meetings of the Nova Scotia Federation of Labour;

- (e) to members of the bargaining unit Negotiating Committee of the Union for attendance at a reasonable number of Committee meetings;
- (f) to a reasonable number of employees to attend educational programs sponsored by the Union.

Permission for such leave shall not be unreasonably withheld.

11.02 Unpaid Leave Cost Recovery

The Employer will continue the salary and benefits of employees who are granted leave without pay in accordance with Article 11.01 and the Union will reimburse the Employer for its employee costs in respect of such leaves in accordance with existing practice.

11.03 Annual Convention/Collective Bargaining Workshop

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave with pay for periods not exceeding two (2) days and special leave with pay for traveling time for such portion of the working day prior to and following the meeting as may be required to a reasonable number of employees who are elected or appointed as registered delegates to attend the annual Convention/Collective Bargaining Workshop of the Union. Permission for such leave shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names, including the Department in which the employee(s) is employed, of the registered delegates to the Annual Meeting or Collective Bargaining Workshop of the Union at least three (3) weeks in advance of the meeting.

11.04 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than three (3) employees for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

11.05 Arbitration and Joint Consultation

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are:

- (a) summoned to attend as a witness before an arbitration board;
- (b) meeting with management in joint consultation pursuant to Article 24.

11.06 Grievance Meetings

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to an employee for the purpose of attending grievance meetings with the Employer.

11.07 No Loss of Service and Seniority

While on leave for Union business pursuant to this article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of **their** leave, and **their** service and seniority shall be deemed to be continuous.

11.08 Information and Alternative Arrangements

For better certainty, the Union will confirm to the Employer its authorization of the leaves in writing, including the names of employees to be granted leaves under Articles 11.01, 11.03, 11.04, 11.05, and 11.09 and the beginning and end dates of such leaves.

11.09 Full-Time President of NSGEU

In the event an employee in the bargaining unit becomes Provincial President of the Nova Scotia Government and General Employees Union, he may request an unpaid leave of absence. If operational requirements permit, and on reasonable notice, the Employer may grant such leave, but if granted, it shall be only for up to **three (3)** years, with the possibility of a one (1) further extension at the Employer's sole discretion. Should such leave be granted, the employee may, provided he pays both Employer and employee portions of the cost and provided permission to do so is granted by the carrier of any benefit plan, maintain coverage of benefit plans during any such leave. Upon reasonable notice prior to the end of the term of the employee's office as such President, he will be reinstated in the position he held immediately prior to commencement of such leave if such position continues to exist or if that position no longer exists, to an available comparable position.

ARTICLE 12 - APPOINTMENT

12.01 Probationary Appointment

- (a) An employee appointed or hired in a full-time permanent position in the bargaining unit shall be on probation for a period not to exceed twelve (12) months.
- (b) At approximately the mid-point of the probationary period referred to in (a) above, the Employer will provide the employee with a written assessment of their progress to that point in their probationary period.

- 12.02 The Employer may terminate a probationary appointment at any time.
- 12.03 The Employer shall, after an employee has served in a position on a probationary basis for a period of twelve (12) months, confirm the appointment on a permanent basis.
- 12.04 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, and if the employee so requests, give reasons, not less than ten (10) days prior to the date of termination.
- 12.05 Where less notice in writing is given than provided for employees terminated in accordance with the provisions of Article 12.04, the employee shall continue to receive their pay for the number of days prior to the date of termination.
- 12.06 Where a permanent employee whose employment is terminated for any reason is reappointed to their former position within a year from the date of such termination, he shall resume their permanent employee status and have the same hire date that was in effect at the date of such termination and shall not be subject to a further probationary period pursuant to Article 12.01. In this case, the term "former position" refers to the same block in the organizational chart of the Department where previously employed. For example, a permanent employee with a hire date of June 1, 1995, terminates, then is re-hired within one (1) year of their termination. The hire date at date of termination having been June 1, 1995, that would be the hire date that the employee would have after re-hire.
- 12.07 Term Appointment
- A specified term appointment may be made:
- (a) to replace an employee who is on extended leave of absence; or
 - (b) for a special assignment of limited duration; or
 - (c) in circumstances where the activity for which the employee is engaged is terminal and/or predictable duration.
 - (d) to make appointments for such other reasons as may be agreed upon by the Union, which agreement will not be unreasonably withheld.
- 12.08 A term appointee may apply for any position opening in the bargaining unit which occurs during their term appointment. their period of employment in the term position at the time of application will be counted as service with the Employer. Should he apply unsuccessfully, or not apply at all, for a position opening, he will have no seniority claim on any position, and he may be released at the conclusion of their term appointment.
- 12.09 (a) Where a specified term appointment is for a period of five (5) consecutive calendar months or more, the employee shall be a member of the bargaining

unit from the initial date of the term appointment until the earlier of termination pursuant to clause 12.10 or the expiry of their appointment;

- (b) If the initial term appointment is for a period of less than five (5) consecutive calendar months and the appointment is extended or renewed, the appointee shall become a member of the bargaining unit on completion of five (5) consecutive calendar months of employment beginning on the date their appointment is so extended or renewed until the earlier of termination pursuant to clause 12.10 or the expiry of their appointment.

12.10 The Employer may terminate a term appointment at any time. If the termination is for reasons other than just cause, unsatisfactory performance, or lack of funding for the position, the term appointee shall receive one (1) week's pay for each month, or part thereof, of the unexpired term of their term appointment.

12.11 While a term appointee is a member of the bargaining unit in accordance with clause 12.09, he shall be covered, to the extent indicated, by the following provisions of the Collective Agreement:

Preamble

- Article 1 - Definitions - full
- Article 2 - Recognition - full
- Article 4 - Management Responsibilities - full
- Article 5 - Strike and Lockouts - full
- Article 6 - No Discrimination - full
- Article 7 - Meetings and Bulletin Board Space - full
- Article 8 - Information - full
- Article 9 - Steward - full
- Article 10 - Checkoff - full
- Article 13 - Hours of Work - full
- Article 14 - Overtime - full
- Article 15 - Vacations

This article shall not apply. An employee who is hired for a period of less than eight (8) months shall receive vacation pay of four percent (4%) of their gross pay payable on each regular pay cheque.

- Article 16 - Holidays - full
- Article 17 - Special Leaves
- Article 17.02 - Bereavement Leave - full
- Article 17.03 - Court Leave - full
- Article 17.04 - Pregnancy & Parental leave - full
- Article 17.05 - Leave for Family Illness/ Emergency - full
- Article 17.07 - Leave for Storms - full
- Article 18 - Group Benefits

This article shall not apply. From the time it is determined that a term appointment will be for eight (8) continuous months or

more, either originally or by virtue of an extension, the persons holding such appointments **will** participate in the University's supplementary Health, Dental **and Travel Plans as well as in the University's pension plan, as detailed in Article 26.02**, but not in any other group benefits.

An individual holding a term appointment of eight months but less than 24 months duration while not eligible to participate in the university Pension Plan, shall be eligible, if he so requests in writing on the form available for such purposes, to have deducted from their pay an amount equal to the University normal employee pension contributions which, when matched by the Employer, shall be deposited at least twice during the term of the appointment into a registered retirement savings plan arranged by the University. Such employee and matching Employer contributions shall commence and be effective only after receipt by the Employer of such written request. The University normal employee pension contributions (currently a minimum of 5%) which, when matched by the Employer contribution (currently 7.5%), shall be deposited at least twice during the term of the appointment into a Registered Retirement Savings Plan.

An individual holding a term appointment of twenty-four (24) months or longer will be required to join the University Pension Plan as per the terms of the Plan, with contributions as outlined in Article 26.02.

- Article 20 - Discipline and Discharge
This article will apply but is subject to Article 12.10.
- Article 22 - Grievance Procedure - full
- Article 23 - Arbitration - full
- Article 25 - Travel Regulations - full
- Article 27 - Compensation for Injury on Duty - full
- Article 30 - Parking - full
- Article 31 - Safety and Health - full
- Article 32 - Protective Safety Articles - full
- Article 34 - Job Posting and Filling of Vacancies
This article will not apply, but the following shall:
"A term appointee may apply for any position opening in the bargaining unit which occurs during their term appointment. However, applications from such persons shall only be considered after all bargaining unit applicants have been considered and found to not have the necessary qualifications for the position. If he is successful in obtaining such position, he will then be subject to the probationary period referred to in 12.01 and the provisions of clauses 12.02 - 12.06, both inclusive. He will receive full credit for prior unbroken service to the Employer while holding their term appointment."
- Article 36 - Pay and Classification - full

- Article 39 - Standby and Callback - full
- Article 40 - Shift Differential - full
- Article 41 - Wash-up Time - full
- Article 42 - Payment for Certificates and Examinations - full
- Salary Schedules - full

12.12 Term Appointments for Existing Bargaining Unit Employees

- (a) The Employer will endeavour, if not unreasonably disruptive to its operational requirements or departmental schedules, to give interested employees from within the bargaining unit who have the qualifications and abilities to perform the duties of the position, the opportunity to receive term appointments as specified in clause 12.07.
- (b) If a bargaining unit employee receives a term appointment, he will be subject to the above clauses dealing with term appointments, except that clause 12.11 will not apply and, during such term appointment, for the purposes of employment entitlements, he will be treated as if he continued to be a non-term permanent employee, and at the conclusion of the term appointment will return to their former position with no loss of salary or benefits (however, if clause 12.10 is applied, he will not be entitled to any payment there under but will return to their former position).

12.13 If an individual is appointed to term appointments resulting in a total combined period of sixteen (16) months or three (3) consecutive years, whichever happens first, at the end of the individual's last appointment, the Employer will either:

- (a) not employ the individual further;
- (b) fill the position as a permanent position in accordance with Article 34.01 - 34.06;
- (c) appoint the individual to one, and only one, further term appointment of up to twelve (12) months, with the written approval of the Union, which approval will not be unreasonably withheld.

A term employee hired to replace a bargaining unit member who is off work due to extended illness or injury, may be hired for a period of up to forty-eight (48) months. In such case, the provisions of Article 12.13 (c) about shall not apply.

12.14 Casual Appointment **Applies to Maintenance only**

A casual employee may be hired to work in the following capacities:

- i) On an "as needed" basis and not regularly scheduled; or
- ii) One hired for an indefinite term for a period not to exceed five (5) consecutive months.

A casual employee is not a member of the bargaining unit and is not covered by the terms of the Collective Agreement. Employees employed in a term position of five (5) consecutive months or greater are members of the bargaining unit as in Article 12.09.

12.15 Casual Appointment – Applies to Campus Security Officers only

A casual employee may be hired to work on an “as needed” basis and not regularly scheduled. A casual employee is not a member of the bargaining unit and is not covered by the terms of the Collective Agreement.

ARTICLE 13 – HOURS OF WORK

13.01

(a) The normal work week for employees listed in Schedule I shall be **forty (40)** hours worked per week, exclusive of meal breaks of thirty (30) minutes per work day (commencing when the employee ceases work and ending when the employee resumes work, e.g. when an employee is involved in a job that requires, for safety reasons, to put equipment away before starting their break, the work ceases after **they** put such equipment away) but inclusive of two (2) fifteen minute paid rest periods, and the normal work day shall be scheduled between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, both inclusive. Where the needs of the operation necessitate, work may be scheduled outside the normal work day or standard work week following consultation with the employees. There shall be no split shifts.

(b) Building Operators

(i) From the period of 1 September to 15 June each year, for a minimum period of sixteen (16) weeks and a maximum period of forty (40) weeks, Building Operators may be scheduled on a twenty-four hour/ seven day a week (24/7) basis and may work a twelve (12) hour shift rotation, which is detailed in Appendix “A”.

(ii) The normal work week for Building Operators referred to in Schedule I, shall be **forty (40) hours** worked per week, exclusive of meal breaks of thirty (30) minutes per work day (commencing when the employee ceases work and ending when the employee resumes work, e.g. when an employee is involved in a job that requires the employee, for safety reasons, to put equipment away before starting their break, the work ceases after he puts such equipment away) but inclusive of two (2) fifteen minute paid rest periods, and the normal work day shall be scheduled between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, both inclusive. Where the needs of the operation necessitate, work may

be scheduled outside the normal work day or standard work week following consultation with the employees.

(c) Rink Attendants

- (i) The normal work week for the Rink Attendants (Stationary Engineer - Refrigeration) referred to in Schedule I during that period of the year when the Ice Plant is in operation, shall be **forty (40)** hours worked per week, exclusive of meal breaks of thirty (30) minutes per work day (commencing when the employee ceases work and ending when the employee resumes work, e.g. when an employee is involved in a job that requires **them**, for safety reasons, to put equipment away before starting their break, the work ceases after he puts such equipment away) but inclusive of two (2) fifteen minute paid rest periods, and the normal work day shall be scheduled between the hours of 6:00 a.m. and 1:00 a.m., Monday through Sunday, both inclusive. Where the needs of the operation necessitate, work may be scheduled outside the normal work day or standard work week following consultation with the employees.
- (ii) The normal work week for the Rink Attendants (Stationary Engineer - Refrigeration) referred to in paragraph B of Schedule I during that period of the year when the Ice Plant is not in operation, shall be **forty (40)** hours worked per week, exclusive of meal breaks of thirty (30) minutes per work day (commencing when the employee ceases work and ending when the employee resumes work, e.g. when an employee is involved in a job that requires him, for safety reasons, to put equipment away before starting their break, the work ceases after he puts such equipment away) but inclusive of two (2) fifteen minute paid rest periods, and the normal work day shall be scheduled between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, both inclusive. Where the needs of the operation necessitate, work may be scheduled outside the normal work day or standard work week following consultation with the employees.

(d) Campus Security Officers

- (i) **The normal work week for the Campus Security Officers shall be on average 40.25 hours, exclusive of meal breaks of thirty (30) minutes per work day but inclusive of two (2) fifteen-minute paid rest periods.**

13.02 The Employer agrees to post shift schedules at least two (2) weeks in advance, and that there will be no change in posted schedules except following meaningful consultation with the employee(s) or in the event of an emergency (for example, when there is an operational situation which can cause significant harm to people or damage to the physical premises or equipment) or as provided in Article 13.03.

- 13.03 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts without incurring overtime and without an increase in cost to the Employer.
- 13.04 The Employer shall endeavour, where possible, to provide that no employee should be scheduled to work more than five (5) consecutive days in a one (1) week period. The two (2) days off in each week shall run consecutively. This does not preclude shift arrangements, acceptable to both the Employer and the employees of the Employer in variance to the foregoing. Employees working a 12-hour rotation will have days off determined by the schedule.
- 13.05 The Employer may, where operational requirements and efficiency of the service permit, authorize experiments with flexible working hours.

ARTICLE 14 - OVERTIME

- 14.01 (a) "Overtime" means authorized work in excess of an employee's regular work day. An employee shall be entitled to time and a half compensation for each hour of overtime worked by the employee. The employees may, with the approval of the Employer, take time off in lieu of pay for overtime hours worked at the appropriate rate.
- (b) Employees who are called out to work for snow removal prior to the start of the regularly scheduled shift will be compensated for each hour of overtime worked prior to the commencement of the regular shift at double time the Trades 2 hourly rate (step for step), for the time worked. Employees shall be entitled to one fifteen (15) minute paid break prior to their regularly scheduled shift.
- (c) An employee must work at least fifteen (15) minutes beyond their normal shift before being eligible for overtime compensation.
- (d) In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half ($\frac{1}{2}$) hour, and a period of more than thirty (30) minutes, but less than sixty (60) minutes shall be counted as one (1) hour.
- 14.02 "Time and a half" means one and one-half ($1\frac{1}{2}$) the employee's straight time rate calculated by the formula:

$$\frac{\text{bi-weekly rate}}{\text{total bi-weekly hours}} \times 1.5$$

"Double Time" means two times (2x) an employee's straight time rate calculated by the formula:

$$\frac{\text{bi-weekly rate}}{\text{total bi-weekly hours}} \times 2$$

“Double time and a half” means two and one-half (2½) the employee’s straight time rate calculated by the formula:

$$\frac{\text{bi-weekly rate}}{\text{total bi-weekly hours}} \times 2.5$$

- 14.03 An employee who is required to work overtime on their first scheduled day of rest shall be paid time and a half for all hours worked by him. If an employee is required to work overtime pursuant to this clause and on that day is also required to work more than their regular daily hours of work, each such additional overtime hour worked shall be compensated at the rate of two times (2x) the employee’s regular straight time hourly rate.
- 14.04 An employee who is required to work overtime on their second or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second subsequent day in an unbroken series of consecutive and continuous calendar days of rest. If an employee is required to work overtime pursuant to this clause and on that day is also required to work more than their regular daily hours of work, each such additional overtime hour worked shall be compensated at the rate of two and one-half times (2½ x) the employee’s regular straight time hourly rate.
- 14.05 Meal Allowance on Overtime
- An employee who is required to work a minimum of two (2) overtime hours immediately following completion of their regularly scheduled day’s work, and where it is not practical to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he may take a meal break either at or adjacent to their place of work. Under such conditions, he shall be reimbursed their expenses for one meal in the amount of **sixteen** dollars (**\$16.00**) at the completion of two (2) hours of overtime and then **sixteen** dollars (**\$16.00**) for every four (4) hour period of overtime thereafter except where free meals are provided.
- 14.06 Subject to operational requirements, the Employer shall make every reasonable effort:
- (a) to rotate overtime assignments on a fair and equitable basis among readily available and qualified employees;
 - (b) to give the first right of refusal to the employee who is normally assigned to do the work which requires the overtime; and
 - (c) to give employees who are required to work overtime adequate notice of this requirement.
- 14.07 Where an employee is required to work overtime and during the overtime hours performs duties other than the duties of their regular position as directed by their supervisor, he will be compensated for the overtime work on the basis of their regular rate of pay or at the rate applicable to the duties performed, whichever is greater.

At the request of the employee, compensation for overtime hours worked at the applicable overtime rate shall be paid where time off with pay in lieu of overtime worked has not been granted. If the employee requests time off, he must advise the Employer at the time the overtime is worked (within that pay period) and the Employer will assess whether or not the request can be accommodated.

Prior to December 31 of each year, the Employer will review the overtime bank of each employee. If the employee and the Employer cannot mutually agree on a time to take the banked overtime within the next six (6) month period, the bank or a portion of it will be paid out to the Employee prior to June 30 at the applicable overtime rate.

ARTICLE 15 - VACATION

15.01 Vacation will be earned currently and entitlement shall be used within the year in which it is earned. Vacation entitlements will be calculated and credited at the beginning of the vacation year (1 April) or at the date of hire for employees hired after 1 April. An employee shall be entitled to receive annual vacation leave with pay as follows:

- (a) during **their** first forty-eight (48) months (**4 years**) of service, at the rate of one and one-quarter (1.25) days for each month of service to a maximum of fifteen (15) days;

e.g. employee hired June 1, **2022**, will receive twelve and one-half (12.5) days ($10 \times 1.25 = 12.5$) in the April 1, **2022** - March 31, **2023** vacation year and will receive fifteen (15) days ($12 \times 1.25 = 15$) in the April 1, **2023** - March 31, **2024** vacation year, and so on;

- (b) after having completed forty-eight (48) months (**4 years**) of service, at the rate of one and two-thirds (1.67) days for each month of service to a maximum of twenty (20) days;

e.g. employee hired June 1, **2018**, will have completed forty-eight (48) months (**4 years**) service on June 1, **2022**. **Their** vacation entitlement for the April 1, **2022** - March 31, **2023** vacation year will therefore be a combination from two different entitlement rates, i.e.

April 1, 2022 - May 31, 2022 - 15 days x 2/12	= 2.5 days
June 1, 2022 - March 31, 2023 - 20 days x 10/12	= 16.67 days (rounded to 17)
Total	19.5 days

- (b) after having completed one hundred and eighty (180) months (**15 years**) of service, at the rate of two and one-twelfths (2.08) days for each month of service to a maximum of twenty-five (25) days;

e.g. employee hired June 1, **2007**, will have completed one hundred and eighty (180) months (**15 years**) service on June 1, **2022**. **Their** vacation entitlement for the April 1, **2022** - March 3, **2023** vacation year will therefore be a combination from two different entitlement rates, i.e.

April 1, 2022 - May 31, 2022 - 20 days x 2/12	=	3.33 days (rounded to 3.5)
June 1, 2022 - March 31, 2023 - 25 days x 10/12	=	20.83 days (rounded to 21)
Total		24.5 days

- (d) after having completed three hundred and twenty-four (324) months (**27 years**) of service, at the rate of two and one-half (2.5) days for each month of service to a maximum of thirty (30) days:

e.g. employees hired June 1, **1995** will have completed three hundred and twenty-four (324) months (**27 years**) of service on June 1, **2022**. **Their** vacation entitlement for the April 1, **2022** – March 31, **2023** vacation year will, therefore, be a combination from two different entitlement rates:

April 1, 2022 – May 31, 2022 - 25 days x 2/12	=	4.2 days (rounded to 4.5 days)
June 1, 2022 – March 31, 2023 - 30 days x 10/12	=	25 days
Total		29.5 days

- (e) A term employee hired for a period of eight (8) months or more shall earn vacation at the rate of one and one-quarter (1.25) days per each month of service. Term employees shall use their vacation in the year in which it is earned and there shall be no payout for unused vacation.
- (f) Where a term employee **who was** hired for a period of less than eight (8) months and is receiving 4% vacation pay has **their** term extended so that the total period of the term appointment will be eight (8) months or more, the employee will move to the accrual system outlined above effective the start of the pay period immediately following the date of extension. In this event, the employee will no longer receive the 4% vacation pay.
- (g) each employee in the bargaining unit shall be entitled to an additional three (3) days' vacation during the month of December to be allocated at the discretion of the Employer as operating commitments permit;
- (h) each year an additional five (5) days for Rink Attendant (Stationary Engineer - Refrigeration) employees. Those non-Rink Attendant (Stationary Engineer - Refrigeration) employees who, during that portion of the year when continuous operation of the ice plant is in effect, replace Rink Attendant (Stationary Engineer - Refrigeration) employees (other than on normal relief day work) will receive one (1) additional day's vacation for every thirty (30) of such shifts

worked in the immediately previous April 1 - March 31 period, to a maximum of five (5) additional days;

- (i) each employee in the bargaining unit shall be entitled to an additional two and one-half (2.5) vacation days for the February break days.
- (j) when, in the vacation earning year (April 1 - March 31), an employee is not actively at work due to absence on Workers' Compensation, on long term disability, on sick leave, or other approved paid leave, no deduction from the vacation the employee would have earned in that period if in active employment shall be made if the total of such absence in that period is four (4) months or less.
- (k) For each additional month of absence in that period, the employee will have deducted from the maximum vacation **they** otherwise would have earned, the amount at **their** then rate of vacation entitlement per month of service, e.g. an employee is absent for the first four (4) months of the period April 1, 2000 - March 31, 2001, then back to work for four (4) months, then off for the last four (4) months of the period and **their** service as of that April 1 is between 60 months and 204 months, will earn or lose as follows:
 - earns for the first four (4) months of **their** absence:
 $20 \text{ days} \times 4/12 = 6.66 \text{ days (rounded up to 7 days)}$
 - earns for the four (4) months when employee is at work:
 $20 \text{ days} \times 4/12 = 6.66 \text{ days (rounded up to 7 days)}$
 - loses for the four (4) months when not at work:
 $20 \text{ days} \times 4/12 = 6.66 \text{ days (rounded down to 6 because maximum entitlement is 20 days)}$

SUMMARY: Earns - 14 days vacation
Loses - 6 days vacation

- (j) If an employee is absent for any of the reasons noted in (i) and such absence includes the whole of a vacation earning year (April 1 - March 31) and **they** continue to be so absent into the next vacation earning year or beyond, **they** will not be entitled in that 2nd vacation earning year, or beyond, to earn any further vacation unless and until **they** return to active employment. At any time during such an absence, the affected employee may request that **they** be paid the value of any vacation credits then owing to **them**, in which case, vacation will be deemed to have been taken and no further pay will be required.

15.02 Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer, **using the current vacation booking practice**, of **their** vacation preference as soon as possible for the following vacation year, but before March 31st in each year.

- 15.03 Preference in vacation schedule shall be given to those employees with greater length of bargaining unit seniority as defined in Article 38.01(b) within the work unit provided the provisions of Article 15.05 are adhered to.
- 15.04 Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the employer is unable to comply with the employee's written request, the Employer shall:
- (a) give the reason for disapproval; and
 - (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternate request.
- 15.05 Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest length of bargaining unit seniority.
- 15.06 Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee their request to enjoy their vacation entitlement in a single unbroken period of leave.
- 15.07 Except as otherwise provided for in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Employer, be carried over to the following **vacation** year. If by January 31st, the employee has not scheduled the carried over vacation, the Employer will provide an opportunity for the employee to request the time off. If not used before the close of that **vacation** year, the Employer may schedule the vacation time. Requests for carry-over entitlement shall be made in writing by the employee to the Employer not later than January 31st of the year in which the vacation is earned, provided, however, that the Employer may accept a shorter period of notice of the request.
- 15.08 An employee, upon separation from the Institution, shall be compensated for vacation leave to which **they** are entitled.
- 15.09 An employee, upon separation from the Institution, shall compensate the Employer for vacation which was taken but to which **they** were not entitled.
- 15.10 When the employment of an employee, who has been granted more vacation with pay than **they** have earned, is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to **them**.
- 15.11 An employee is entitled once each fiscal year to be informed upon request of the balance of their vacation leave with pay credits.
- 15.12 The Employer will make every reasonable effort not to recall an Employee to duty after **they** have proceeded on vacation leave.

- 15.13** Where, during any period of vacation leave, an employee is recalled to duty, **they** shall be reimbursed for reasonable expenses, subject to the provisions of Article 25, that **they** incur:
- (a) in proceeding to their place of duty (other than when **they** comes from their home); and
 - (b) in returning to the place (other than to their home) from which **they** were recalled, if **they** immediately resume vacation leave from which **they** were recalled.
- 15.14** The period of vacation leave so displaced resulting from recall and transportation time in accordance with Article 15.16 shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.
- 15.15** 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.
- 15.16** Illness During Vacation
If an employee becomes ill for a period of three (3) or more consecutive days during a period of vacation and such illness is supported by a medical practitioner, the employee will be granted sick leave, provided the employee has available sick leave balances, and the employee's vacation credit restored to the extent of the sick leave.

ARTICLE 16 - HOLIDAYS

16.01 The holidays for employees shall be:

- (a) New Year's Day
- (b) Nova Scotia Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) National Day for Truth and Reconciliation**
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day**
- (l) Boxing Day**
- (m)** One (1) 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.

- (n) One-half (1/2) day on Christmas Eve Day, where Christmas Day falls on Tuesday, Wednesday, Thursday, Friday or Saturday.
- (o) 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.

16.02 Compensation for Work on a Holiday

- (a) Where an employee is employed in a continuous operation and their regularly scheduled day of work falls on a paid holiday, he will receive compensation equal to two and one-half (2½) times their regular rate of pay as follows:
 - (i) compensation paid at straight time for hours worked on the holiday; and
 - (ii) at the employee's option, compensation paid at the rate of one and one-half (1½) times the regular rate or time off in lieu of pay at the rate of time and one-half (1½).
- (b) Where an employee employed in a non-continuous operation is required to work on a holiday, he will receive compensation equal to two and one-half (2½) times their regular rate of pay as follows:
 - (i) pay at one and one-half (1½) times their regular rate of pay for all hours worked on the holiday; and
 - (ii) the holiday missed will be re-scheduled at a time mutually agreeable to the Employer and the employee.

16.03 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 their day of rest; or
- (b) the day following the employee's annual vacation, or another day mutually acceptable between the Employer and employee; or
- (c) By mutual agreement, the hours may be added to the employee's holiday bank.

16.04 Where a day that is a designated holiday for an employee as defined in Article 16.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

16.05 Where a day that is a designated holiday, as defined above, falls within a period when the employee is on sick leave, he shall be deemed to have received full credit for the holiday and no deduction will be made from the employee's accumulated sick leave credits.

- 16.06 If the employee chooses time off in lieu of pay, he must advise the Employer of their wishes at the time he works the holiday (within that pay period). Prior to March 31st of each year, the Employer will review the holiday bank with each employee. If the employee and the Employer cannot mutually agree on a time to take the banked holidays, within the next six (6) month period, the bank or portion of it will be paid out to the employee prior to September 30th at the applicable rate.

ARTICLE 17 – SPECIAL LEAVES

- 17.01 The Employer, in any one year, may grant an employee special leave with pay or without pay for such a period as it deems circumstances warrant. **For all special leaves in Article 17 that fall under the jurisdiction of the Nova Scotia Labour Standards Code the Parties agree to adopt the most up to date benefits provided in the Labour Standards Code should those benefits differ from the benefits provided in this Agreement.**

17.02 Bereavement Leave

- (a) In the event of a death in the immediate family of an employee, the employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days. Immediate family is defined as father, mother (or legal guardian), brother, sister, spouse (including a common-law spouse), grandparent, grandchild, child of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law**, stepchild or ward of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Employees shall be entitled to special leave with pay up to a maximum of one (1) day in the event of the death of the employee's aunt, uncle, niece and nephew.
- (c) In addition to (a) and (b) above, an employee may be granted up to two (2) days for travel and shall be paid for those travel day(s) which are not regularly scheduled days of rest.
- (d) In cases where extraordinary circumstances prevail, the Employer may grant special leave with or without pay for bereavement in addition to the above as it determines necessary.
- (e) The above entitlement is subject to the proviso that proper notification is made by the employee to their Employer or delegated official.
- (f) Where a burial or memorial service does not occur at the time of death of the family member as defined in (a) or (b) above, the employee may choose to access Bereavement Leave days either:

- (i) At the time of death;
 - (ii) At the time of burial or memorial service;
 - (iii) A portion at the time of death and a portion at the time of burial or memorial service.
- (g) If an employee becomes entitled to bereavement leave during a period of vacation, the employee shall be granted bereavement leave and the employee's vacation credit restored to the extent of the bereavement leave.

17.03 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.

17.04 Pregnancy and Parental Leave

17.04.1 General

- (a) In accordance with legislation, each employee is entitled to a maximum combined unpaid pregnancy and parental leave of seventy-seven (77) weeks.

17.04.2 Pregnancy Leave

- (a) A pregnant employee, who has been employed by the University for at least one (1) year, is entitled to an unpaid leave of absence of up to sixteen (16) weeks.
- (b) The employee must provide as much notice as possible of the expected date of the leave and the expected return to work date. Except in exceptional circumstances where these dates may require amendment, notice of no less than one (1) month before the due date will be provided.

- (c) The employee is required to provide a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the date upon which delivery is expected to occur.
- (d) Pregnancy leave shall commence no later than the date of birth.
- (e) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than sixteen (16) weeks after the pregnancy leave began.
- (f) An employee shall have the right to continue the employee's regular duties during pregnancy provided that she is able to adequately perform them.
- (g) In the event of an illness of an employee arising out of, or associated with the employee's pregnancy prior to the commencement of, or the ending of, maternity leave, sick leave with pay may be granted in accordance with the provisions of Article 43.
- (h) An employee on pregnancy leave shall give written notice to the Employer of the employee's intention to return to work at least four (4) weeks prior to the employee's expected date of return. Where an employee reports for work upon the expiration of the pregnancy leave period, the employee shall be permitted to resume work in the same or comparable position to that held prior to commencement of the leave.

17.04.3 Parental Leave/Adoption Leave

- (a) An employee who has been employed with the University for at least one (1) year, and who becomes a parent of one or more children, is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks. An employee who has completed her pregnancy leave will only be entitled to an additional sixty-one (61) weeks of unpaid parental leave. Parental/adoption leave benefits are available for a parent in accordance with the applicable legislation.
- (b) Where an employee takes pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than sixty-one (61) weeks after the parental leave began.
- (c) Where an employee did not take pregnancy leave, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children or the arrival of the child or children in the employee's home, and ends not later than sixty-one (61) weeks after the parental leave begins or seventy-seven (77) weeks after the child or children first arrive in the employee's home, whichever is earlier.

- (d) In cases of birth, an employee intending to take parental leave shall inform their managing supervisor and **Human Resources** as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave, or as much notice as possible. In cases of adoption, the employee shall provide as much notice as possible.
- (e) An employee on parental leave shall give written notice to the Employer of their intention to return to work at least four (4) weeks prior to their expected date of return. Where an employee reports for work upon the expiration of the parental leave period, the employee shall be permitted to resume work in the same or comparable position to that which the employee held prior to the commencement of the leave.

17.04.4 Supplemental Benefit

- (a) An employee who commences pregnancy and/or parental or adoption leave pursuant to this agreement and who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance (EI) benefits, is entitled to supplemental benefits (salary top-up) as follows:
 - (i) For Pregnancy Leave:
 - (a) 95% of the employee's full pay for the first one week (EI waiting period) of Pregnancy Leave.
 - (b) For the remaining 15 weeks, an amount which combined with EI benefit and any other earnings from employment, will equal 95% of the employee's regular, authorized, pro-rated weekly gross salary from service with the University at the commencement of the Pregnancy Leave.
 - (c) All amounts paid under this article will be subject to normal income tax, CPP deductions and any continuing benefits deductions.
 - (ii) For Parental/Adoption Leave:
 - (a) For a maximum 9 weeks of parental leave:
 - i. An employee in receipt of standard EI parental leave benefits (up to thirty-five weeks) will receive an amount which combined with EI benefit and any other earnings from employment, will equal 95% of the employee's regular, authorized, pro-rated weekly gross salary from service with the University at the commencement of the Parental Leave (or Pregnancy Leave if applicable). A one week waiting period may apply depending on the employee's circumstances.

- ii. For an employee in receipt of extended EI parental leave benefits (up to sixty-one weeks), the same total amount of supplemental benefit as would have been received if the employee had opted for standard EI parental benefits as provided in (a) will be provided. A one week waiting period may apply depending on the employee's circumstances.
- (b) All amounts paid under this Policy will be subject to normal income tax, CPP deductions and any continuing benefits deductions.
- (c) In case of adoption, the University shall grant the employee a leave of absence without pay to a maximum leave provided by legislation and the employee requesting such leave must submit documentation from the adoption agency.
- (d) An employee on pregnancy and/or parental/adoption leave shall continue to accrue service and seniority during the period of the leave; however, credit for vacation accrual shall only apply for the period of the supplemental benefit. Employees shall be entitled to continue participation in benefit and pension plans, upon confirming their continuity according to existing University policy. The employee must arrange to pay for this coverage in advance of the unpaid leave to be taken. The Employer's cost share of all benefits will continue throughout the payment period of the Supplemental Benefit (Top-up).
- (e) The Employer will not reimburse the employee for any amount **they are** required to remit to Human Resources Social Development Canada, where **their** annual income exceeds one-half ($\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

17.04.5 Leave for Birth or Adoption of a Child

On the birth or adoption of a child, the parent who has not applied for parental leave benefits or is not in receipt of Employment Insurance benefits, shall be granted special leave with pay up to a maximum of three (3) working days which may be divided and taken in up to three (3) separate days. The leave shall be arranged in consultation with the managing supervisor and the Director, Human Resources and must be taken within four (4) months of the birth or adoption. Notice of intention to take such leave shall be given as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave. Should the employee later decide to apply for parental/adoption leave benefits, the benefit from the Employer shall be reduced by any days already taken pursuant to this sub-article.

17.05 Leave for Family Illness

In the case of illness of a member of an employee's immediate family, meaning husband, wife, son, daughter, father, mother, 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 their 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 will not be unreasonably denied. Such leave shall be charged against the employee's sick leave accumulation as provided in Article 43. The Employer may require proof of the need for such leave as he considers necessary.

17.06 Leave for Emergency

An employee shall be granted leave of absence with pay up to two (2) days for a critical condition which requires their 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 is normally off duty.

17.07 Leave for Storms

In the event that storm, or other circumstances, interrupt the normal operation of the University, employees will remain readily available should **they** be required to work. Employees who are **requested**, will make every reasonable effort to attend to their normal work responsibilities. **Hours worked in accordance with this article shall be paid at the applicable overtime rate. Employees who are not required to be at work shall not lose pay.**

No discrimination or unreasonableness is to be practiced in the administration of this Article resultant from individual or personal situations.

17.08 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.
- (b) An employee, on request and subject to approval by the Employer, may be granted leave with 50% of their annual salary on a pro-rated basis to take courses in which the employee wishes to enroll and which will benefit the Employer.

17.09 Leave for Self-Improvement

- (a) An employee who seeks leave of absence to effect self-improvement in their professional competence will be granted that leave, if the departmental

schedule permits. The employee will be regarded as in continuous service during the period of that leave. Where possible, within budgetary limitations, the employee may continue at up to half salary for the period of leave. Seniority and benefits will continue without loss.

- (b) The period of such leave of absence shall be included as part of the twelve (12) months continuous service requirement for a meritorious increment.

17.10 Leave for Personal Reasons

- (a) An employee who seeks leave of absence without pay for personal reasons shall be granted that leave, if the departmental schedule permits. The period of that leave is not included within the twelve (12) months service requirement for the purposes of an increment but will not cause a break in service. Any meritorious increment shall be deferred for a maximum period equal to the time their service is less than twelve (12) months. Seniority will not accumulate during the leave. The employee may continue group benefits coverage, but not pension, during such leave, provided the employee pays both Employer and employee portions of the required group benefit plan premiums and the request is approved by the benefit carrier. The employee will not lose their seniority and benefits which had accumulated prior to the leave. In addition, all other employee benefits pursuant to this Agreement, such as, but not limited to, vacation, sick leave, holidays, and other leaves will not accumulate during such leave and not be available for the employee's use.
- (b) An employee shall be granted a leave under this clause for thirty (30) days or less if the departmental schedule permits. There will be no detrimental effect to the employee's status or employee entitlements during such leave, but to continue group benefits coverage but not pension during such leave, the employee must pay both Employer and employee portions of the required benefit plan premiums, but not pension contributions (which are not permitted). In addition, all other employee benefits pursuant to this Agreement, such as, but not limited to, vacation, sick leave, holidays, and other leaves, will not accumulate during such leave and not be available for the employee's use.

17.11 Compassionate Care Leave

Employees who have been employed for at least three (3) months are entitled to an unpaid leave of absence of up to twenty-eight (28) weeks to provide care or support for a family member as defined by Regulations made pursuant to the Nova Scotia Labour Standards Code where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within the next twenty-six

(26) weeks. The leave may be broken up into separate periods of no less than one-week blocks.

ARTICLE 18 – GROUP BENEFITS

18.01 Each continuing full-time employee in the bargaining unit shall participate in the following group benefits of the University:

- Supplementary Health and Dental
- Group Life Insurance
- Accidental Death & Dismemberment Insurance
- Long Term Disability
- Travel Insurance

Term employees holding appointments of eight (8) continuous months or more may participate in the University's Supplementary Health and Dental coverage.

18.02 If the University proposes to change any of the foregoing group benefits, it will do so only after prior consultation with the Union.

18.03 (a) Where a continuing full-time employee in the bargaining unit has been on long term disability for at least two (2) continuous years and the Employer determines it necessary to fill their position on a continuing full-time basis, the following shall apply:

(i) the position shall be posted and/or filled by a continuing full-time employee in accordance with the relevant provisions of the Collective Agreement; and

(ii) if, within a further period of up to two (2) years, the employee returns from LTD, he shall resume in their former position and the employee who was appointed to perform the duties of the employee on LTD shall resume their status immediately prior to obtaining such appointment.

(b) Provided the employee referred to in paragraph (a) who is on LTD continues to be entitled to receive LTD benefits and also pays both Employer and employee portions of any required premiums for group benefit plans to which such employee is entitled according to such plans, those group benefits will continue.

(c) An employee in receipt of long term disability benefits will not be terminated for a period of four (4) years (beginning the first day of absence from work due to illness). The termination of an employee on long term disability benefits will not cause that employee to lose their long term disability benefits.

- (d) An employee who is in the process of making application for long term disability or who has had their initial application for long term disability denied and is actively in the process of appealing that decision will not have their employment terminated while the process is ongoing.

ARTICLE 19 – EMPLOYEE PERFORMANCE REVIEW AND PERSONAL FILE

- 19.01 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. The employee may, if he wishes, have their steward present when the review takes place.
- 19.02 Upon written request of an employee, and reasonable notice, the personal file for that employee may be made available at least once per year for their examination in the presence of the responsible administrator.
- 19.03 All documents submitted by third parties shall be available to the employee except documents, such as a reference, which a third party provides on the express basis that it is confidential.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

- 20.01
 - (a) No employee shall be disciplined or discharged except for just and sufficient cause.
 - (b) Where a supervisor intends to interview an employee as part of an investigation that may result in disciplinary action, the employee shall have the right to have a steward present at any such interview. If the employee concerned is a steward, he shall have the right to have another representative of the Union present, if he so desires. Provided the Employer has acted in good faith, failure to have such steward present will not invalidate any disciplinary action taken against the employee.
- 20.02 Where an employee is disciplined by suspension without pay, or by discharge, the Employer shall, within five (5) working days following the suspension or discharge, notify the employee and Local Union President in writing of the reasons for the suspension or discharge.
- 20.03 Under extenuating circumstances, an employee may be suspended immediately by their immediate supervisor. Except where the employees conduct is so serious that it would be inappropriate to continue their pay, such suspensions shall normally be with pay.

- 20.04 Where an employee alleges that he has been suspended or discharged in violation of Article 20.01, he may within ten (10) days of the date on which he was notified in writing, or within twenty (20) days of the date of the suspension or discharge, whichever is later, invoke the grievance procedure, including provisions for arbitration, and for the purpose of a grievance, alleging violation of Article 20.01, he shall lodge their grievance at the final level of the grievance procedure.
- 20.05 Where it is determined that an employee has been disciplined by suspension without pay, or by discharge, in violation of Article 20.01, and the Employer decides or an Arbitration Decision rules, that the employee be reinstated in their former position without loss of seniority, regular pay or any other benefit which would have accrued to **them** if he had not been suspended or discharged, the employee will be so reinstated on those terms. Such pay shall be paid to **them** at the end of the next complete pay period following the reinstatement.
- 20.06 The Employer agrees not to introduce as evidence in a hearing relating to a 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.
- 20.07 Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after three (3) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 21 – NOTICE OF LAYOFF AND RESIGNATION

- 21.01 An employee in the Bargaining Unit may be laid off because of shortage of work, shortage of funds, technological change, reorganization of a function, or because of an elimination of a position.
- 21.02 In the event of layoff, where ability and qualifications are relatively equal, employees with the least bargaining unit seniority within the affected job classification shall be laid off first. For the purpose of this Article, the job classifications are detailed in article 38.05.

The laid off employee shall have the right to displace the most junior person in the bargaining unit if he meets the minimum qualifications for that position. If he does not meet the minimum qualifications, he shall have the right to displace the next most junior employee in the bargaining unit where he does meet the minimum qualifications. Transfer within a job classification shall be in accordance with Article 38.02.

For example, there are two carpenters employed and there is to be a layoff of one carpenter. The most junior of the two carpenters is laid off. The laid off carpenter has the right to displace the most junior person in the bargaining unit if he meets the qualifications. The most junior person in the bargaining unit is a plumber. Because the carpenter is not qualified to do this job, he cannot displace the

plumber. The second most junior person in the bargaining unit is a Labourer. Because the carpenter is qualified to do the work of this position, he has the right to displace that person. The Labourer is then laid off.

The laid off Labourer has the right to displace the most junior person in the bargaining unit if he meets the qualifications. The most junior person in the bargaining unit is a plumber. If the Labourer is not qualified to do this job, he cannot displace the plumber and is therefore laid off. If the Labourer is qualified to do the job (i.e. he is a journeyman plumber), then because he is qualified, he has the right to displace that person and the plumber would be laid off. Because the plumber is the junior employee in the bargaining unit, he has no opportunity to displace another employee and he would be laid off.

- 21.03 Where ability and qualifications are relatively equal, recall shall be in reverse order of layoff.
- 21.04 Should an employee fail to report in response to recall within ten (10) days, the employee will be deemed to have abandoned their job.
- 21.05 When an employee(s) is to be laid off, the Employer will advise the Local President and the Employee Relations Officer assigned to the local twenty (20) days before the anticipated date of layoff and meet and engage in meaningful consultation with the Union with the view to possible minimizing of the adverse effects of the decision to layoff the employee(s).
- 21.06 The Employer shall not layoff an employee who has completed their probationary period without having given at least:
 - (a) twenty (20) days notice in writing to the employee, if their period of employment is less than five (5) years;
 - (b) forty (40) days notice in writing to the employee if their period of employment is five (5) years or more, but less than ten (10) years;
 - (c) sixty (60) days notice in writing to the employee if their period of employment is ten (10) years or more.
- 21.07 Where less notice in writing is given than provided in Article 21.06, the employee shall continue to receive their pay for the number of days for which he was required to be in receipt of such notice.
- 21.08 No new employee shall be hired unless all employees on layoff who are able to perform the work required are given an opportunity to be recalled.
- 21.09 (a) If an employee is on layoff for more than twenty-four (24) months without recall, the layoff shall then automatically become a termination of employment and any right of recall shall fully lapse.

(b) At the end of the layoff period referred to in Art. 21.09(a) i.e., twenty-four (24) months, when employment has terminated and recall rights have lapsed, the employee shall be granted a severance payment the equivalent to:

- (i) six (6) weeks' pay if the employee has been employed for ten (10) years but less than fifteen (15) years;
- (ii) ten (10) weeks' pay if the employee has been employed for fifteen (15) years but less than twenty (20) years;
- (iii) eighteen (18) weeks' pay if the employee is employed for twenty (20) years or more.

Provided the employee is fifty (50) years or older and has at least ten (10) years of continuous service, he shall be entitled to receive a service award in accordance with Article 28.

The amount of severance shall be based on an employee's service as defined in Article 1.01(m) and shall be calculated by the formula:

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

21.10 Upon recall, the benefits accrued to the credit of the laid off employee up to the date of their layoff will be reinstated.

21.11 If any employee desires to terminate their employment, he 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 their intention to terminate their employment may have deducted from monies owed **them** by the Employer a sum equivalent to the salary payable to **them** for the period of notice which he failed to work.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 (a) For the purpose of this Agreement, a grievance is defined as a claim by an employee concerning the interpretation, application or alleged violation of any clause in this Agreement.

(b) Before invoking the formal procedure described in Article 22.03, the employee should first discuss the matter with **their** immediate management supervisor. At such discussion, the employee may have a steward present if so desired. The supervisor shall, within three (3) days of the discussion, provide their written answer to the employee.

(c) When any potential grievance has not been settled by the foregoing informal procedure, if the employee wishes to pursue the matter, the procedures specified in Article 22.03 shall apply.

- 22.02 (a) 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 he has the approval in writing of the Union, or is represented by the Union.
- (b) In each of the following steps of the grievance procedure, the designated respondents of the Employer shall arrange a meeting or meetings, with the employee and the responsible Union steward at the earliest mutually agreeable time, but not later than the time limit provided for in the applicable step of the grievance procedure.

22.03 Step One

If the employee or the Union wishes to initiate a grievance **they** shall, within fifteen (15) days of being aware of the event giving rise to the grievance, present the grievance in writing to the Director of Facilities Management or their designate. If the employee does not receive a reply or a satisfactory settlement within five (5) days from the date on which he presented their grievance to the Director of Facilities Management or their designate, the employee may proceed to Step Two.

Step Two

Within ten (10) days from the expiry of the five (5) day period referred to in Step One, the employee may present their grievance in writing to the Director, Human Resources or their designate.

The Director, Human Resources or their designate shall reply in writing to the employee within fifteen (15) days from the date the grievance was presented to **them**. If the employee does not receive a reply or satisfactory settlement of their grievance from the Director, Human Resources or their designate, the employee may refer their grievance to arbitration as provided in Article 23.

- 22.04 In any case where the employee presents their grievance in person or, in any case in which a meeting is held on a grievance at any level, the employee shall be accompanied if he wishes, by a steward or other representative of the Union.
- 22.05 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.
- 22.06 At the request of either party to this Agreement, it may be mutually agreed to extend, in writing, the time limits specified herein or omit a step of the grievance procedure.
- 22.07 Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer's Director, Human Resources or the Local Union'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 a further thirty (30) days after such discussion, submit the dispute to arbitration in accordance with Article 23 of this Agreement.

- 22.08 Where a grievance has not been submitted to arbitration by the grievor within seventy-five (75) working days of the first occurrence of the event giving rise to the grievance, it shall be deemed to have been abandoned. This time limit will be amended by any extension of days agreed to in Step 1 and Step 2 and may otherwise be extended as per Article 22.06. For purposes of this Article, a grievance shall be considered to have been submitted to arbitration upon the receipt of notice from the Union by the Employer or by application to the Minister of Labour.

ARTICLE 23 - ARBITRATION

- 23.01 Either of the parties may, after exhausting the grievance procedure in Article 22, notify the other party within thirty (30) days of the date the final reply in the grievance procedure was or should have been received, of its desire to refer the grievance to arbitration by giving written notice of such desire within this time limit.
- 23.02 Matters will ordinarily be heard by a single arbitrator. The party providing notice under Article 23.01 will include with the notice the names of two proposed arbitrators for consideration.
- (a) Should the parties agree upon an arbitrator, then such arbitrator shall be properly notified;
 - (b) If the parties are unable to agree upon the arbitrator within ten (10) days from the time the notice under Article 23.01 is received, the Minister of Labour for Nova Scotia shall make the appointment.
- 23.03 Where the parties are agreed that a matter should be decided by an arbitration board:
- (a) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.
 - (b) The other party shall name its appointee within seven (7) days.
 - (c) The two (2) appointees shall select a chairperson by mutual agreement.
 - (d) In the event that the appointees are unable to agree upon a chairperson within seven (7) days then the chairperson shall be appointed by the Minister of Labour for Nova Scotia.

23.04 Procedures

The Board or Single Arbitrator 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. The Board or Single Arbitrator 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.

23.05 Arbitration Decision

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

23.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's or Single Arbitrator's decision, either party may apply to the Chairperson of the Arbitration Board or to the Single Arbitrator to reconvene to clarify the decision which it, or he, shall make every effort to do within seven (7) days.

23.07 Expenses of Arbitration

- (a) Each party shall pay one-half (½) of the expenses of a Single Arbitrator.
- (b) Where the matter has been dealt with by the Arbitration Board, each party shall pay the expenses of its own appointee and one-half (½) the expenses of the chairperson.

23.08 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.

23.09 In determining time under the foregoing procedures Saturdays, Sundays and recognized holidays shall be excluded.

ARTICLE 24 – JOINT CONSULTATION

24.01 The parties acknowledge the mutual benefits to be derived from joint consultation.

24.02 The parties may meet in joint consultation regarding issues of concern to the bargaining unit and/or the Employer (such as but not limited to, workload, hours of work, assignment of overtime, implementation of new practices, unfilled vacancies), provided that such issues are not the subject of a grievance. Either party will provide notice to the other of the need for such a meeting. A mutually acceptable date will be established for the joint consultation meeting and an agenda will be agreed upon prior to the meeting date.

24.03 In the event that the parties meet in joint consultation as per this Article, the Employee Relations Officer from NSGEU will be invited to attend such meetings.

24.04 Labour Management Committee

- a. The Union and the Employer shall participate in a Labour Management Committee which shall consist of up to three (3) representatives each of the Union and the Employer. The chairing of meetings shall rotate between the Union and the Employer. Minutes shall be kept of all Labour Management Committee meetings and, upon approval at the next committee meeting, shall be posted for viewing by all employees. It is agreed that a standing agenda item for the meeting shall include discussion of policy implementation issues.**

ARTICLE 25 – TRAVEL REGULATIONS

25.01 The Parties agree that employee's approved travel on Employer's business shall be at the most economical means.

25.02 Where air travel has been authorized by the Employer, it shall be at economy fares.

25.03 The Employer shall determine the conditions under which first-class airfare may be authorized.

25.04 Use of privately-owned motor vehicles by an employee traveling on Employers business must be authorized by the Employer.

25.05 An employee who is required to use their private vehicle for transportation shall be reimbursed at the rate of **\$0.51** per kilometre.

25.06 Should there be an upward adjustment of the mileage rate, (per the CBU Travel Policy), during the term of this Collective Agreement, the rate as per Article 25.05 (above) will also be adjusted.

25.07 Reasonable accommodation expenses shall be paid on production of receipts.

25.08 Meal Rates

The Employer shall reimburse employees for meal expenses incurred whilst traveling on the Employer's business at the following rates:

Breakfast	\$12.00
Lunch	\$16.00
Dinner	\$26.00

Or a daily rate of **\$54.00**

- 25.09 The Employer shall determine the circumstances under which authorization of vehicle rental at distant locations may be granted.
- 25.10 Charges for necessary ground transportation from an airport will be reimbursed at the prevailing **taxi** rate at that location.
- 25.11 Other charges for necessary ground transportation relating to the Employer's business involving taxis, business buses, train will be recompensed where approved by the Employer.

ARTICLE 26 – PENSION AND RETIREMENT AGE

- 26.01 All permanent employees in the Bargaining Unit **prior to the signing of this Agreement who are enrolled in** the Cape Breton University Defined Contribution Pension Plan (**DCPP**), **will continue to participate in the DCPP**, subject to the requirements of the **DCPP**.
- 26.02 **All new employees as of the signing of this Agreement, including term employees with contracts of eight (8) months or greater who work a minimum of 15 hours per week, shall be covered by the provisions of the *Public Service Superannuation Act*, as amended from time-to-time.**
- Article 28 will not apply to employees hired after the signing of this Agreement.**
- 26.03 The current levels of contribution **to the DCPP** are:
- (a) The University contributes eight percent (8%) of the employee's gross annual salary; and
 - (b) the employee contributes a minimum of five percent (5%) of their gross annual salary.
- 26.04 Details of **both** Plans are available from the Department of Human Resources.

- 26.05** The University agrees to continue the **DCPP** Pension Committee. The Local 18 appoints one representative to this Committee. Advice of any changes contemplated to the **DCPP** will be communicated to the Union via its representative on the Committee before any changes are made to the Plan.
- 26.06** Retirement from the University is available in accordance with **both** Pension Plans. An employee is encouraged to provide as much notice as possible of their intent to retire.

ARTICLE 27 – COMPENSATION FOR INJURY ON DUTY

- 27.01 Where an employee is unable to work as a result of a Worker's compensable injury, the Employer shall pay the employee their 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 as per Article 43.01.
- 27.02 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;
 - (b) the affected employee shall maintain the employee contributions and the Employer shall maintain its contributions to the pension plan in which the employee is a participant, the contributions to be based upon the maximum compensation level permitted under the Act.
- 27.03 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.
- 27.04 If any of the foregoing conflicts with applicable provisions of the Act, the Act shall prevail.

ARTICLE 28 – SERVICE AWARDS

- 28.01 (a) An employee of the Cape Breton University who is retired because of age or **illness or injury**, shall be granted a Service Award the equivalent of:
- (i) one (1) months pay if he has been employed for ten (10) years but less than fifteen (15) years;

- (ii) two (2) months pay if he has been employed for fifteen (15) years but less than twenty (20) years;
- (iii) four (4) months pay if he has been employed for twenty (20) years or more.

This Service Award benefit does not apply to employees hired after the signing of this Agreement (as stated in Article 26.02) or Campus Security Officers

- (b) The amount of Service Award provided under Article 28.01(a) shall be calculated by the formula:

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

- 28.02 The entitlement of an employee to a Service Award shall be based on an employee's total service as defined in Article 1.01(m).
- 28.03 Where an employee dies and he would have been entitled to receive a Service Award if he had retired from the service of the Employer immediately before their death, the Service Award to which he would have been entitled shall be paid:
 - (a) to their beneficiary as designated for CBU group life insurance; or
 - (b) to their estate if there is no such beneficiary.
- 28.04 The salary which shall be used to calculate the amount of the Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of their employment. In the case of an employee who, for a continuous period immediately prior to becoming eligible for a service award, has been on long term disability, the salary used in the service award calculation shall be the salary the employee was receiving at the time he commenced receiving long term disability benefits. However, if during the period the employee was on long term disability or would have qualified for LTD, there has been a negotiated salary increase and if that employee qualified for retroactive payment, then the salary used in the service award calculation will reflect the rate used in calculating that employee's retro.

ARTICLE 29 - TUITION

- 29.01 The Employer agrees to waive tuition fees for Members of the bargaining unit, other than term appointees (hereinafter called eligible employees) employed in that capacity prior to 28 June 2007 (see Schedule "III" for listing of employees) and their dependent children based on the criteria noted below. The Memorandum dated 30 May 2005 re: Tuition Fee Benefit and Tuition Scholarship for BScN Degree shall continue to apply.

The Employer agrees to waive 50% of tuition fees for Members of the bargaining unit other than term appointees (hereinafter called eligible employees) employed in that

capacity after 28 June 2007 and their dependent children based on the criteria noted below:

(a) Dependent Children

- (i) The tuition fees waived shall be for full-time or part-time credit courses in any undergraduate degree, diploma or certificate programme or their equivalent;
- (ii) "Dependent Children" shall mean any dependent child of the eligible Member 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 eligible Member by reason of mental or physical disability. The child must be a child for whom the eligible Member 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 eligible employee declares that **they** provide regular financial support. Where the child of an eligible Member is living with and financially dependent on an eligible Member, consideration will be given to extending the tuition waiver up to age 27.
- (iii) "Tuition fee" shall mean only the basic tuition fee applicable to specific credit courses;
- (iv) To qualify for the continuation of the waiver, the child must be eligible to continue in **their** programme.

- (b) An eligible employee in the bargaining unit, (employed in that capacity prior to 28 June 2007, subject to the approval of the Employer and, where operational requirements permit, is entitled to enroll in a credit course offered by the University outside normal working hours in any undergraduate degree, diploma or certificate programme or their equivalent and receive tuition fee waiver for such course.

An eligible Member of the bargaining unit (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 credit course offered by the University outside normal working hours in any undergraduate degree, diploma, or certificate programme or their equivalent, and receive a tuition fee waiver of 50% for such course.

(c) Spousal Waiver

A tuition waiver of 50% will be provided to the spouse of an eligible Member enrolled in a credit course(s) in any undergraduate degree, diploma, or certificate programme or their equivalent where the eligible Member has been employed for two or more years prior to the date on which the course will commence.

(d) 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;
- (iv) courses delivered by tutorial are ineligible for tuition waiver;
- (v) courses delivered by distance (when paid as a percentage of tuition or on a per student basis) are ineligible for tuition waiver.

Tuition Waiver Benefit and Tuition Scholarship Plan do not apply to the following:

- (a) Students enrolled in graduate courses;
- (b) Students involved in an International Exchange Program.

(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.

- (f) A Member who has been employed on a continuous basis for a minimum of 20 years and has been absent from work due to illness, accident or disability and has subsequently had **their** employment terminated will be deemed a retired employee for the purposes of tuition waiver benefit as per the article.

29.02 Tuition Scholarship

- (a) Where the dependent child or spouse of a Member (as defined herein) meets the eligibility criteria and conditions for Tuition Fee Benefit as set out in clause 29.01 above and meets the academic standards set out in Schedule IV, the tuition benefit may be replaced by a tuition scholarship to the student in an amount equal to the applicable tuition benefit.
- (b) Students awarded a tuition scholarship will not be eligible for the tuition fee benefit.
- (c) It is understood that these funds described as “tuition scholarship” are not a budget amount with CBU’s budget under current practice and will not be charged against the endowed or non-endowed scholarship lines in CBU’s budget. If the Canadian Institute of Chartered Accountants’ (CICA) general accounting and auditing principles (GAAP) requires different treatment of this particular tuition scholarship option which would have a negative impact on

CBU's budget, the Employer has the right to discontinue the tuition scholarship option following consultation with the Union.

- (d) The continuation of this benefit is subject to all legal requirements and, without limiting the generality of this qualification, it is agreed that should taxation law and/or rulings or interpretations from the Canada Revenue Agency (CRA) deem this Tuition Scholarship a taxable benefit for the Member, this option will be discontinued.

ARTICLE 30 - PARKING

- 30.01 Employees may park their cars, at no cost, as at present, in the area around the MacDonald Residence.

ARTICLE 31 – SAFETY AND HEALTH

- 31.01 The Parties agree that occupational health and safety is a shared responsibility among the Employer, each employee in the bargaining unit, and the Union. **They** acknowledge that the provisions of the *Occupational Health and Safety Act, S.N.S.*, 1996, Chap. 7 (the “*Act*”) and its Regulations contains a comprehensive framework and mechanisms to effect a healthy and safe workplace at the University. Accordingly, it is agreed that each will observe their legal obligations under the said legislation. In the event it is alleged that any of them is in violation of their said obligations, any person adversely affected by such violation shall be required to pursue remedies provided by such legislation by following the procedures contained therein, and not grievance or arbitration under this Agreement, except that the grievance and arbitration provisions of this Agreement shall apply where it is alleged that the Employer has failed to pay salary or a benefit entitlement, or has taken, or threatened to take discriminatory action, contrary to the relevant provisions of the *Act*.
- 31.02 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.
- 31.03 The Employer will provide and maintain those facilities, equipment, supplies, procedures, training and services required by the Act to protect the health and safety of employees as **they** carry out their employment responsibilities on the Employer's premises.
- 31.04
 - (a) The Employer agrees to continue a University-wide Joint Health and Safety Committee (the “Committee”) comprised of representatives of the unions, representatives of other relevant constituent groups, and the Employer.
 - (b) An employee who is a member of the Committee is entitled to time off from work with pay, as is necessary, to attend meetings of the Committee, to take any

training prescribed by the Act or its Regulations, and carry out the employee's functions as a member of the Committee. On a case by case basis, the Employer will consider granting time off with pay to an employee Committee member for the purpose of taking training recommended by the Committee.

- 31.05 The Employer will consult with the Union with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment related chronic illness.
- 31.06 In the interests of occupational safety and health of employees, the Employer will continue to provide in-service programs of instruction as recommended and approved by the Committee.
- 31.07 The Employer shall provide, and the employees shall make use of, protective equipment, whenever such equipment is required by the Act or its Regulations for the safe and healthy performance of their employment responsibilities.
- 31.08 A pregnant employee may request a job reassignment prior to commencing her pregnancy leave by forwarding a written request to the Employer together with written certification from a duly qualified medical practitioner that she is pregnant and that her continued use of machinery or equipment in the workplace may pose a threat to her health or that of her unborn child. The Employer reserves the right to require the employee to be assessed on the latter point, at its expense, by a physician of its choice. Upon receipt of such request and provision of such proof, the Employer will endeavor to assign the pregnant employee to an alternative position, or to alternative duties, or make some other arrangement mutually satisfactory to the employee and the Employer. If no such arrangement can be made, the employee shall commence her pregnancy leave early.

ARTICLE 32 – PROTECTIVE SAFETY ARTICLES

- 32.01 Employees shall be entitled to be reimbursed for the cost of the following: work clothing which will include, but not be limited to, coveralls, insulated coveralls and safety shoes and/or prescription safety glasses of suitable quality to a maximum in total of four hundred twenty-five dollars (\$425.00) per fiscal year upon providing receipts satisfactory to the Employer.
 - a) **In addition to Article 32.01, the employer will supply up to two (2) safety shoes per fiscal year via an employer determined safety shoe supply service.**
- 32.02 All employees are required to wear safety equipment and protective clothing as directed by the Employer. Failure to do so will be just cause for discipline.

- 32.03 The Employer shall provide, at no cost to the employees, work gloves and/or safety glasses and appropriate rain gear (including boots) to employees required to work outdoors during wet weather.
- 32.04 Where conditions of employment are such that an employee's coveralls may be unreasonably soiled, the Employer shall pay for laundering of such coveralls.
- 32.05 The Employer will provide the required tools for employees to complete their work duties.**

The Articles 32.01, 32.02, 32.03, 32.04, and 32.05 apply to Maintenance only.

- 32.06 The Employer shall provide, at no cost to the Campus Security Officers, the appropriate safety equipment and work gear to perform their duties as determined by the employer**

This Article 32.06 applies to Campus Security Officers only.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01 The Employer agrees to provide as much advance notice as it 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.
- 33.02 In the event of technological change or other change causing job elimination, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such change, for example reasonable opportunities for retraining that may result in continued employment. If a reduction in the working force is to be made, employees will be laid off and recalled in accordance with the provisions of Article 21.

ARTICLE 34 – JOB POSTING AND FILLING OF VACANCIES

- 34.01 If existing employees with the necessary qualifications are available, the Employer shall make promotion from within its existing employees on the basis of job performance and ability and if two or more of such employees in the Employer's opinion are equal in job performance and ability, the employee with the most bargaining unit seniority will be awarded the promotion. To be considered qualified, an applicant must meet the minimum requirements set forth in the job description for the position. The Employer may advertise externally and receive applications for such position from external candidates at the same time it posts the available position, provided, however that no external candidate will be considered until the Employer

has fully processed all applicants who are existing employees in the Bargaining Unit and has determined that no current bargaining unit applicant is qualified.

34.02 All position vacancies (including newly created bargaining unit positions) shall be posted for period of at least five (5) full working days. Locations for postings shall be:

(a) CBU Intranet **and electronic notice to the union steward**

34.03 When the Employer determines there is a vacancy needed to be filled in a permanent Bargaining Unit position, it shall post such vacancy within a reasonable time from such determination, or if a significant delay occurs, the reason for not posting such position will be communicated to the Local President.

34.04 Within thirty (30) calendar days of the closing date of a posting, a general announcement shall be posted on the results or, where this is not practicable, applicants will be advised of the delay.

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

34.06 When an employee submits an application for a posting for which he was not successful, the employee may request the reasons therefore from the Chair of the hiring committee.

The Employer agrees that positions within the bargaining unit shall remain part of the bargaining unit.

ARTICLE 35 - EXCLUSIONS

35.01 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.

35.02 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.

35.03 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 then be binding on both parties.

ARTICLE 36 – PAY AND CLASSIFICATION

36.01 Rates of pay contained in the appended Salary Schedule I form part of this Agreement.

36.02 The Employer agrees to provide the President of the Union with a copy of a job description for each of the positions listed in Schedule I of this Agreement.

36.03 Overtime, shift differential, standby, callback and meals shall be calculated and paid separately. The pay stub will clearly indicate the totals under each heading.

36.04 There shall be no pyramiding of any of the premiums provided for under this Agreement.

36.05 An employee who, at the direction of the Employer, is required to perform the principal duties of a higher job classification shall receive acting pay, on an hour for hour basis, at the regular rate of the higher classification or 10% more than the regular rate of the employees current job classification, whichever is less.

36.06 The rate of compensation of a person upon appointment or promotion to a position may be a rate higher than the minimum rate prescribed for the classification if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position or if he has the qualifications in excess of the minimum requirements for the position.

ARTICLE 37 – CONTRACTING OUT

37.01 It is agreed that members of the bargaining unit shall not be laid off as a result of work which **they** are qualified to perform being contracted out to other sources.

37.02 The Employer agrees not to contract out work which is well established as being work which is part of the regular work duties and responsibilities of the employees in the bargaining unit until the union (the Shop Steward of the Local and the Employee Relations Officer of NSGEU) has been advised in writing.

- (i) The notice will occur when the Employer is reasonably aware that an external contractor may be required, and where possible, will provide one (1) week's notice.
- (ii) Upon request, the Employer will meet with representatives of the Union and give reasonable consideration of the suggestions from the Union of means by which some or all of the work involved in the proposed contracting out may be done by employees in the bargaining unit who are presently willing, available, and qualified to do such work.
- (iii) Notice may be provided after the fact in an emergency situation such as flooding, loss of power or other urgent situation where loss of university resources may occur, or situations where there is danger to students or employees. Upon request, the Employer will meet with representatives of the Union to discuss the contracting out, and consider any suggestions.

37.03 If the Employer sells or transfers its business, either within the jurisdiction of the Province of Nova Scotia or of the Government of Canada, it will fully comply with all of its legal obligations under the Nova Scotia *Trade Union Act* or the *Canada Labour Code*, whichever is applicable.

37.04 Subject to the above provisions, employees of the bargaining unit will perform all maintenance work to structures and areas presently being maintained by them, as well as on new structures.

Article 37.04 does not apply to Campus Security Officers

37.05 Notwithstanding Article 37.02, where the University is hosting a special event, the employer may temporarily contract out work of the Campus Security Officers to assist in the hosting of the event, provided no loss of hours occurs for bargaining unit members. Further, the employer shall not seek to avoid overtime in their reliance on outside contractors for these special events.

Article 37.05 applies to Campus Security Officers only.

ARTICLE 38 - SENIORITY

38.01 For the purpose of this article:

- (a) "Service with the Employer" means the length of service as defined in Article 1.01(m) of this Agreement.
- (b) "Bargaining Unit Seniority" means total accumulated continuous employment within the bargaining unit from date of hire. Subject to the attached Schedule II, the date of hire shall be the commencement date of the most recent period of continuous employment in a position in the bargaining unit.

38.02 Bargaining Unit Seniority will be recognized in the following matters:

- (a) vacation scheduling;
- (b) leaves of absence;
- (c) effects of technological change;
- (d) layoffs and recall; and
- (e) promotions
- (f) transfers
- (g) training

Transfer shall mean a lateral position re-appointment within a specific job classification to fill a vacancy.

38.03 The Employer shall maintain a list (Service With the Employer and Bargaining Unit Seniority), and shall give a copy of the list to the President of the Local and the MOS Shop Steward no later than June 1st of that year.

38.04 An employee shall not lose seniority rights if, for a period of up to eighteen (18) continuous months, he is absent from work because of sickness (where LTD has not been approved), or accident (where Workers' Compensation has not been approved), or a leave approved by the Employer pursuant to either Article 11 or 17. In the case of lay-off, an employee shall not lose seniority rights if he is absent from work for a period of up to twenty-four (24) months.

38.05 For the purpose of this Article, and in particular, Bargaining Unit seniority, it is agreed that the following are the job classifications of the positions in the Bargaining Unit:

Red Seal Required

Electrician

Plumber

Oil Burner Mechanic (Oil Heat System Technician)

Refrigeration and Air Conditioning Mechanic

Mechanic (Automotive Service Technician)

Technician or Non-Compulsory Red Seal

Carpenter

Heating and Ventilation Technician

Other

Building Operator

Rink Attendant (Stationary Engineer – Refrigeration)

Locksmith

Labourer

Campus Security Officers

ARTICLE 39 – STANDBY AND CALLBACK

- 39.01 Employees who are required by the Employer to standby shall receive standby pay of one (1) hours pay at the employee's straight time hourly rate for each eight (8) hour standby period.
- 39.02 An employee designated for standby duty shall be available during their period of standby duty at a known telephone number, and be able to report for duty as quickly as possible if called.
- 39.03 No compensation shall be granted for the total period of standby if the employee is unable to report for duty when required.
- 39.04 (a) An employee who is called to work and who reports for work shall be compensated, in addition to standby pay, for a minimum of four (4) hours at the straight time rate for the period worked, or the applicable overtime rate, whichever is greater.
- (b) An employee who is called to work for snow removal and who reports for work shall be compensated, in addition to standby pay, for a minimum of four (4) hours at the straight time rate for the period worked, or at double time, whichever is greater.
- 39.05 The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each period of standby.
- 39.06 Employees called back to work (except when the time is continuous with the start or finish of the employee's regular scheduled hours) shall be reimbursed for transportation to and from the place of work at the rates provided in Article 25 or a minimum of five (\$5.00) dollars.
- 39.07 Employees called back to work and who are required to work through a normal meal break (lunch - 12:00 to 1:00 pm or dinner - 5:00 to 6:00 pm) will be reimbursed their expenses for each meal in the amount of **\$16.00**, except where free meals are provided.
- 39.08 Employees called back to work during hours other than above in 39.07 shall receive a meal allowance of **\$16.00** at the completion of two hours and **\$16.00** for every four (4) hour period thereafter.

ARTICLE 40 – SHIFT DIFFERENTIAL

- 40.01 Employees who are required to work a complete evening or night shift, of which one-half or more falls between the hours of 6:00 p.m. one day and 6:00 a.m. of the following day, shall be paid a shift differential of fourteen dollars (\$14.00) per shift or twenty-two dollars (\$22.00) per complete eleven (11) hour shift.

Employees who work a complete day shift on Saturday and/or Sunday shall qualify for the above differential.

ARTICLE 41 – WASH-UP TIME

- 41.01 Where there is a clear-cut need, wash-up time to a maximum of fifteen (15) minutes shall be permitted immediately before the end of a shift.

ARTICLE 42 – PAYMENT OF CERTIFICATES AND EXAMINATIONS

- 42.01 Where the Employer requires an employee to submit medical certificates or reports to it, or where the Employer requires an employee undergo a medical examination, the Employer shall be responsible to pay all costs associated with obtaining such certificates or reports.

ARTICLE 43 – SICK LEAVE

- 43.01 (a) 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 their duties.
- (b) However, should an employee be injured during the performance of their duties at CBU and in receipt of Workers' Compensation benefits, the Employer will top-up the employee's entitlement under Workers' Compensation to equal 100% of the employee's salary. Such top-up will be deducted from the employee's sick leave bank. For example, top-up from 75% Workers' Compensation will equal 25% or a ¼ day of sick leave per full day of Workers' Compensation.
- 43.02 Employees in the bargaining unit as of November 3, 2000 shall have a short term disability benefit for a period of 87 days per year.
- 43.03 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. **Except while an employee is on sick leave**, reinstatement of the 87 day benefit shall occur April 1st of each year.
- 43.04 Full-time employees who were hired in that capacity after November 3, 2000 shall earn sick leave at a rate of 1.25 days 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 87 days. These credits shall accumulate on a pro-rated basis for term employees in the bargaining unit.
- a) Employees may borrow up to five (5) days of advance sick leave. Any unearned, but used, sick leave will be repaid in the event of termination of employment.

- b) 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.
 - c) Once an employee reaches the maximum accumulation of 87 days, he shall be entitled to the benefits in accordance with 43.03.
- 43.05 An employee shall be granted sick leave with pay when he is unable to perform their duties for the reasons described in 43.01 and provided he has the necessary sick leave credits.
- 43.06 An employee who has utilized their accumulated paid sick leave days and remains on unpaid sick leave may request payment for accumulated vacation days and/or accumulated time ('time in lieu'). Such request shall not be unreasonably denied.
- 43.07 An employee may be required to undergo, without cost to **them**, 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.
- 43.08 Sick leave shall not apply where an employee is already on leave of absence, including vacation, holidays, or any other leave specified in this Agreement and after completion of the appointment of a term employee in the bargaining unit.
- 43.09 In the case of absence of an employee due to illness, the employee must notify their manager or their delegate at a reasonable time before the commencement time of their 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 44 – LEGAL COUNSEL

- 44.01 (a) Where an employee, as a result of acting lawfully in the performance of their duties, without negligence or willful misconduct, is prosecuted or sued by a party other than Her Majesty the Queen or the Employer, the Employer shall undertake to defend **them**, to the extent of providing the Employer's legal counsel, or counsel provided pursuant to the terms of the Employer's insurance policy, or other legal counsel, as the Employer shall determine.
- (b) An employee shall not be considered to be acting outside the scope of their duties because of a mere error in judgment made in good faith.
- (c) In order to qualify for such legal assistance, the employee shall be obligated to cooperate fully in all respects with both the Employer and the legal counsel provided to such employee.

- (d) In the event the employee voluntarily retains their own legal counsel with respect to such matter, the Employer shall be relieved of all obligations under this Article.
- 44.02 (a) If the Employer subsequently concludes that the employee claimant intentionally misled the Employer and was not qualified for such legal assistance, any reasonable costs paid by the Employer to such legal counsel shall be repayable by the employee.
- (b) If the Employer concludes that the claimant does not qualify, the Employer shall have the right to withdraw such legal counsel from proceedings upon reasonable notice.
- (c) If the Employer fails to provide legal assistance which should have been provided under this Article, the employee may file a grievance for recovery of all legal costs reasonably incurred by the employee because of such failure.

ARTICLE 45 – TERM OF AGREEMENT


- 45.01 This Agreement shall be in effect for a term beginning from **1 August, 2021 to 31 July, 2024**. All provisions of this agreement shall, unless otherwise stated, be effective from the date of ratification of this agreement. After 31 July, **2024** this agreement shall 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 within the two (2) month period preceding the date of expiry of the Agreement.
- 45.02 Where notice is given under Article 45.01:
 - (a) the parties shall commence collective bargaining within fourteen (14) days after the notice is given, or within such further period as the parties may mutually agree; and
 - (b) the provisions of this Agreement or any renewal thereof shall continue in force until a new agreement is signed, or the right to strike or lockout accrues, whichever first occurs.
- 45.03 Any change deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the life of this Agreement.
- 45.04 Except as otherwise provided, all provisions of this Agreement shall be prospective from date of ratification of this Agreement.
- 45.05 Salary scales, effective for the periods **August 1, 2021 to July 31, 2022, August 1, 2022 to July 31, 2023, August 1, 2023 to July 31, 2024**, as per Schedule I attached shall apply in each of those periods. Such scales shall apply retroactively to all

employees in the bargaining unit who were employed continuously from **August 1, 2021**, and are still employed on the date of the signing of this Agreement and also to full-time continuous employees who retired after **August 1, 2021**, for those full pay periods worked from that date until their date of retirement, and also to full-time continuous employees who commenced long term disability after **August 1, 2021**, for those full pay periods worked from that date until the date they commenced long term disability.

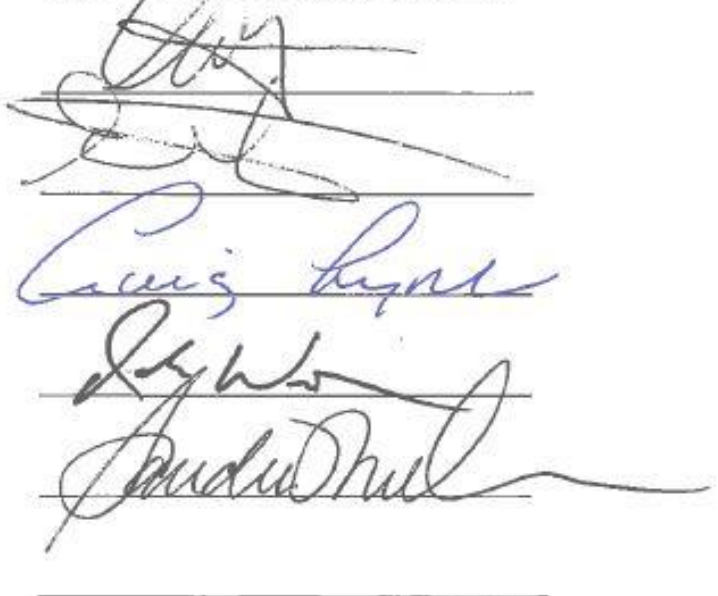
- 45.06 Employees who have left the employ of the University between August 1, 2021 and the date of signing (resignation, termination, layoff or retirement) shall be entitled to any retroactive pay on wages, if they apply, in writing, to the University within sixty (60) calendar days of the signing of this collective agreement.

Dated at Sydney, Nova Scotia this 29 day of **November 2022**.

The Board of Governors
Cape Breton University



Nova Scotia Government and General
Employees Union, Local 18,
Maintenance Classification (MOS)



SCHEDULE I – SALARIES

Schedule I Maintenance salaries are based on a 40 hour work week whereas Campus Security Officers are based on a 40.25 hour work week. There will be a 2% general wage increase on August 1 2021, August 1 2022, and August 1 2023. In addition there will be a one-time \$1500 lump sum payment.

Positions	Class	Effective Date	Step 1	Step 2	Step 3	Step 4
Electrician	Trades 2	01-Aug-21	\$59,118.45	\$61,530.77	\$64,976.69	\$65,951.34
Mechanic (Automotive Service Technician)		01-Aug-22	\$60,300.82	\$62,761.39	\$66,276.23	\$67,270.37
Refrigeration and Air Conditioning Mechanic						
Oil Burner Mechanic (Oil Heat System Technician)		01-Aug-23	\$61,506.83	\$64,016.62	\$67,601.75	\$68,615.78
Plumber						
Positions	Class	Effective Date	Step 1	Step 2	Step 3	Step 4
Carpenter	MOS 17	01-Aug-21	\$57,901.92	\$60,314.25	\$62,076.87	\$63,008.03
Heating & Ventilation Technician		01-Aug-22	\$59,059.96	\$61,520.54	\$63,318.41	\$64,268.19
		01-Aug-23	\$60,241.16	\$62,750.95	\$64,584.78	\$65,553.55
Positions	Class	Effective Date	Step 1	Step 2	Step 3	Step 4
Rink Attendant	MOS 12	01-Aug-21	\$54,558.31	\$56,830.46	\$57,966.53	\$58,836.03
Locksmith		01-Aug-22	\$55,649.48	\$57,967.07	\$59,125.86	\$60,012.75
Building Operator II		01-Aug-23	\$56,762.47	\$59,126.41	\$60,308.38	\$61,213.00

Positions	Class	Effective Date	Step 1	Step 2	Step 3	Step 4
Building Operator I	MOS 9	01-Aug-21	\$51,435.33	\$53,578.27	\$55,663.91	\$56,498.87
		01-Aug-22	\$52,464.04	\$54,649.83	\$56,777.19	\$57,628.85
		01-Aug-23	\$53,513.32	\$55,742.83	\$57,912.73	\$58,781.42
Positions	Class	Effective Date	Step 1			
Labourer	Lab	01-Aug-21	\$43,814.19			
		01-Aug-22	\$44,690.47			
		01-Aug-23	\$45,584.28			
Positions	Class	Effective Date	Step 1	Step 2	Step 3	Step 4
Campus Security Officers	CSO	01-Aug-21	\$44,770.86	\$47,569.74	\$50,367.60	\$51,123.11
		01-Aug-22	\$45,666.28	\$48,521.13	\$51,374.95	\$52,145.58
		01-Aug-23	\$46,579.60	\$49,491.56	\$52,402.45	\$53,188.49

SCHEDULE II - BARGAINING UNIT SENIORITY

Maintenance

Name	Bargaining Unit Seniority Date
Johnston, George J.	29-Nov-1982
MacDonald, Kenneth F.	04-Jan-1988
MacDonald, Martin J.	17-Nov-1997
MacQuarrie, Harold	19-Jan-2004
Strong, Charles W.	27-Sep-2010
Ferguson, Norm	15-Nov-2010
Murray, Blair	18-Jul-2011
Howley, Shawn	10-Oct-2013
Lynk, S. Craig	10-Aug-2015
Keizer, Victor	15-Sep-2015
MacEachern, George	13-Aug-2018
McDonald, Louis	06-Jan-2020
Parsons, Ryan G.	06-Jan-2020

Campus Security Officers

Name	Bargaining Unit Seniority Date	Date of Hire
Smith, Darrell	18-Mar-2022	19-Oct-2014
Sampson, Derek	18-Mar-2022	15-Oct-2017
Ross, Corey	18-Mar-2022	5-Jan-2020
McLean, Jeremy	18-Mar-2022	30-Aug-2020
Sampson, Tyler	18-Mar-2022	13-Sept-2020
Dearing, Jamie	18-Mar-2022	22-Nov-2020
Pressey, Lee	18-Mar-2022	28-Jun-2021
Farmer, Gordon	18-Mar-2022	1-Aug-2021

SCHEDULE III – TUITION WAIVER BENEFIT

In applying Article 29, the following employees and their dependent children will, subject to the criteria outlined in Article 29, be entitled to tuition waiver privileges at the rate of 100%.

NSGEU MEMBERS
Black, Brian D.
Johnston, George J.
MacDonald, Kenneth F.
MacDonald, Martin J.
MacQuarrie, Harold

SCHEDULE IV – CAPE BRETON UNIVERSITY
APPLICATION FOR DEPENDENTS' TUITION SCHOLARSHIP PLAN
Applicants must be submitted by 30 June of year of enrollment

To be eligible, an employee must qualify for Tuition Fee Benefits under the applicable Collective Agreement or CBU Policy (attach application). The student must be full-time (18 credits over fall/winter term-3 courses per term). There is a limit of 15 scholarships awarded each year by the Awards Committee. Students will be notified by the Awards Committee if they have been awarded the Tuition Scholarship.

STUDENT INFORMATION			
Name		Address	
S.I.N.			
Student ID			
Phone		Email	
Relationship to Employee		Date of Birth (d/m/y)	

Eligibility Criteria (check one)

- _____ I have completed secondary school within the previous 2 years, with an average of 80% or higher in the best five Nova Scotia Grade 12 courses (or equivalent if completed in another province). *Attach official high school transcript.*
- _____ I have completed at least the first year of university degree and have an 80% average or higher in the courses taken during the most recent year. *Attach official university transcript.*
- _____ I am a mature or part-time student with a minimum of 80% average in my last year of formal education. *Attach official transcript.*

I certify that the above statements are true in all material respects and that I am eligible to pursue the course of studies.

Student Signature

Date

CBU EMPLOYEE INFORMATION			
Name		Address	
Dept.			
Phone		Email	

I certify that the student named above is my dependent, that I hold an eligible appointment at CBU and that the above statements made by the student are true in all material respects.

Employee Signature

Date

Human Resources

Date

Student Services

Date

Tuition Scholarship Granted?

☐ Yes

☐ No

Awards Committee

Date

LETTER OF UNDERSTANDING – 1

Canada Games Complex

The Parties commit to discussion of any plans for the Canada Games Complex, and the impact any repurposing may have on the work assignments for members of NSGEU – MOS.

The discussion will focus on the nature of the repurposing, including the maintenance requirements for the building and the nature of any employees who may be working there (including student employees).

Dated at Sydney, Nova Scotia this _____ day of **August 2022**.

LETTER OF UNDERSTANDING – 2

Employees Legacied at the Trades 2 Rate

The Parties agree that the Employee George Johnston will be paid at the Trades 2 rate effective 01 August 2015.

Any new Employee hired in a Carpenter position will be hired and paid at the MOS 17 classification.

Dated at Sydney, Nova Scotia this _____ day of **August 2022**.

LETTER OF UNDERSTANDING – 3

Group Benefits

The Parties commit to discussion and review of the group benefits plan of the University. This includes potential recommendations aimed at enhancing benefit coverage to better serve and align with employee wellness.

Dated at Sydney, Nova Scotia this _____ day of **August 2022**.

LETTER OF UNDERSTANDING – 4

Building Operator I and II

The Parties agree that an employee holding a position as Building Operator I will be eligible to move from their current step in the position of Building Operator I to the same step in the position of Building Operator II upon demonstrating successful completion of one of the following certifications:

- a) Power Engineer (3rd Class)
- b) Small Engine Repair
- c) Locksmith
- d) Other operationally relevant certifications as determined by the Employer**

This letter of understanding is applicable to the following members:

- 1) Martin MacDonald
- 2) Harold MacQuarrie
- 3) Kenneth MacDonald
- 4) Craig Lynk
- 5) Louis McDonald**
- 6) Glen (Ryan) Parsons**

For **the above acknowledged** employees, the Employer agrees to cover reasonable and pre-approved actual costs associated with the completion of one of the above noted certifications. Scheduling must be pre-approved and may take into consideration the operational needs of the department. Employees will not suffer loss of regular wages as a result of obligations related to completion of their certification. Should the attempt at obtaining this certification be unsuccessful, any subsequent attempts will be at the full expense of the Member.

Dated at Sydney, Nova Scotia this _____ day of **August 2022**.

LETTER OF UNDERSTANDING - 5

Campus Security Officer Seniority

The Parties agree that, for Campus Security Officers who entered the bargaining unit by order of the Labour Board on March 18, 2022, Service with the Employer as defined in Article 38.01(a) will be recognized in the following matters:

- (a) vacation scheduling;**
- (b) leaves of absence;**
- (c) effects of technological change;**
- (d) layoffs and recall; and**
- (e) promotions**
- (f) transfers**
- (g) training**

Transfer shall mean a lateral position re-appointment within a specific job classification to fill a vacancy.

Dated at Sydney, Nova Scotia this _____ day of **August 2022**.

APPENDIX “A”

IMPLEMENTATION OF A 12-HOUR SHIFT ROTATION

Effective **1 September 2022**

From the period of 1 September to 15 June each year, for a maximum period of forty (40) weeks and a minimum period of sixteen (16) weeks, Building Operators may be scheduled on a twenty-four hour/ seven day a week (24/7) basis and may work a twelve (12) hours shift rotation with a start date determined by the Employer:

1. The hours of work in the twelve (12) hour shift rotation will normally include twenty-eight (28) shifts of eleven (11) hours of work over an eight (8) week period, exclusive of meal breaks. The shift pattern will normally include two (2) day shifts (7 a.m. to 7 p.m.) and two (2) night shifts (7 p.m. to 7:00 a.m.) covering all days of the week as scheduled by the Employer;
2. The shift will include an unpaid meal break of sixty (60) minutes per **shift** and include three (3) fifteen (15) minute paid rest periods. The sixty (60) minute unpaid meal-break may be broken into two (2) thirty minute periods (unpaid). Where an employee is involved in a job that requires **them**, for safety reasons, to put equipment away before starting **their** break(s), such break(s) will not include the time required to either put equipment away or get equipment out;
3. Where the needs of the operation necessitate, work or shifts may be scheduled outside the normal work day or standard work week following consultation with the employees;
4. **Building Operators will be paid based on a forty (40) hour work week including when working the 12-Hour Shift Rotation.**

Use of Vacation, Sick and Holiday Time

5. Accrual of vacation, sick and holiday time is not affected by the 12-hour rotation. Accrual of vacation, sick and holiday time is based on an **eight (8)** hour shift, however the use and recording of vacation, sick and holiday time is based on hours worked – eleven (11) in each shift. For clarity:

*Example 1- Vacation: When an employee working a twelve (12) hour shift rotation is authorized to take a vacation day, the vacation leave will be recorded as **1.375 days** used. (A vacation day used when not working a twelve (12) hour shift rotation **will be recorded as one (1) day**.*

*Example 2: Sick leave: When an employee working a twelve (12) hour shift rotation utilizes two (2) days of sick leave, this **will be recorded as two decimal seventy-five (2.75) days** of sick leave used. (Two sick days used when not working a twelve (12) hour shift rotation will remain **two (2) days**.*

*Example 3: Holiday Time: When working the 12-hour shift rotation, an employee who receives approval to use a Holiday shall use eleven (11) hours from **their** Holiday bank.*

Reconciliation as a result of the 12 Hour Shift Rotation

6. In the event an unpaid leave of absence occurs during the eight-week period outlined, the employee will have hours of work reconciled by using vacation/holiday time if **they** have not worked the appropriate number of hours, or have any extra hours scheduled as time off if **they** have worked more than the appropriate number of hours;
7. In the event the employee resigns, retires or is terminated during the eight-week period, the employee will have hours of work reconciled with a reduction of vacation/holiday time (in the event insufficient hours have been worked) or be paid out at the straight time for any additional hours worked if **they** have worked more than the appropriate number of hours.

Holidays

8. a) Christmas Eve: Each employee working a full shift on Christmas Eve Day, where Christmas Day falls on Tuesday, Wednesday, Thursday, Friday or Saturday, will have **one-half (0.5) days** added to **their** vacation bank.
9. a) Premium rates on the Holiday: The Holiday is the twenty-four hour period from 00:00 to 24:00 and employees are compensated at the premium rate for hours worked on the holiday.

Example 1: An employee who commences the night shift on November 10 will not be paid a premium rate for the hours between 19:00 and 24:00. The employee will be paid the premium rate for the hours worked between 00:00 and 07:00 on November 11.

Example 2: An employee who works the night shifts on December 26th and December 27th will be paid the premium rate for the hours worked between 19:00 and 24:00 on December 26th but will not be paid the premium rate for hours between 00:00 and 07:00 on December 27th.

- b) Holiday during Period of Sick Leave: Where a day that is a designated holiday for an employee as defined in Article 16.01 falls within a period of leave with pay, the holiday shall not count as a day of leave. When working a twelve-hour (12) shift rotation, a holiday falling within a period of sick leave shall be recorded as **eight (8)** hours of holiday time and **three (3)** hours of sick time.

Workers' Compensation

10. In the event an employee is injured during the performance of their duties at CBU and in receipt of Workers' Compensation benefits, the Employer will top-up the employee's entitlement under Workers' Compensation to equal 100% of the employee's salary.

Such top-up will be deducted from the employee's sick leave bank. For example, top-up from 75% Workers' Compensation will equal 25% or **two (2)** hours of sick leave

Overtime

11. Overtime means authorized work in excess of an employee's regular work day. For clarity, the regular work day for employees working a 12-hour shift rotation is eleven (11) hours.

APPENDIX "B"

IMPLEMENTATION OF A 40-HOUR WORK WEEK

Provided that the Employer first provides the opportunity to current incumbents in a Class in order of seniority, new employees in a Class following the date of ratification of this Agreement may be scheduled to work a forty (40) hour work week.

Notwithstanding any clause in the Agreement, for any employee assigned a forty (40) hour work week in accordance with this Appendix, a reference to the employee's normal or regular work week will be considered to be forty (40) hours exclusive of meal breaks and paid rest periods and a reference to the employee's normal or regular work day will be considered to be eight (8) hours exclusive of meal breaks and paid rest periods.

Should the Employer implement a forty (40) hour work week for the Class of Building Operator I or Building Operator II, the Parties agree to meet to discuss the application of Appendix "A" (implementation of a 12-Hour Shift Rotation) and make required changes based on the difference in hours of work.