DALHOUSIE UNIVERSITY

COLLECTIVE AGREEMENT

between

DALHOUSIE UNIVERSITY

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

NSGEU Nova Scotia Government & General Employees Union

Local 77

05229 (14)

DATED**:** **day of March, 2016**

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DALHOUSIE UNIVERSITY

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

July 1, 2014 TO **June 30, 2017**

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PARTIES TO THE AGREEMENT

THIS AGREEMENT, hereinafter referred to as the “Agreement", is entered into this day of March, A.D. 2016.

BY AND BETWEEN: DALHOUSIE UNIVERSITY, a body corporate, incorporated under the laws of the Province of Nova Scotia, hereinafter referred to as the "EMPLOYER".

AND: NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
hereinafter referred to as the "UNION".

ARTICLE 1.00 - PURPOSE

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

(a) to set out terms and conditions of employment for members of the Bargaining Unit; and,

(b) to provide a method of settling any differences which arise between the Parties hereto.

ARTICLE 2.00-DEFINITIONS

2.01 For the purpose of this Agreement:

(a) “Bargaining Unit” means the Bargaining Unit described in Appendix “A”;

(b) "Director of Employee Relations, Human Resources" means said Director with responsibility for administration of this agreement or his or her designate;

(c) "Employee" means an Employee of the University included in the Bargaining Unit defined in Appendix "A";

(d) “Employer" means Dalhousie University;

(e) “Recurring Sessional Employee” means an Employee who is appointed to a “recurring sessional appointment” in accordance with Article 18 – Recurring Seasonal Employment.

(f) “Regular Full-time Employee” means one who is appointed to a regular position in the Bargaining Unit with normal hours of work in accordance with Article 28.01 (Hours of Work) of the Collective Agreement;

(g) “Regular Part-time Employee” means one who is appointed to a regular position in the Bargaining Unit with hours of work which are less than the normal hours of work of a Regular Full-time Employee. Unless specifically expressed otherwise in this agreement, and in accordance with the University Benefits Plan, Regular Part-time Employees are entitled to the benefits of this agreement on a pro rata basis;

(h) “Spouse” means a person who is either:

(i) married through an ecclesiastical, religious, or civil ceremony to an Employee, or

(ii) although not married to an Employee, cohabits with the Employee for at least 12 months in a conjugal relationship. The term "conjugal relationship" shall be deemed to include a conjugal relationship between partners of the same sex.

(i) "Temporary employee" means an employee hired to fill a temporary vacancy or temporary job for a period of up to one hundred and eighty-three (183) calendar days or for the purpose of replacing a member of the Bargaining Unit during a temporary absence from her/his position. Temporary employees are not members of the Bargaining Unit.

(j) "Term Employee" means an Employee who is appointed to a term position, that is, a new position that is created for a specified term or project, in the Bargaining Unit of more than one hundred and eighty-three (183) calendar days expected duration.

(k) "Union" means the Nova Scotia Government and General Employees Union;

(l) "Union Notice Boards" means existing notice boards or parts of existing notice boards in University buildings which have been designated and reserved for the use of the Union.

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

ARTICLE 3.00 - RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees in the Bargaining Unit described in Appendix "A". Except for arrangements which may have existed prior to March 10, 1982, or as may be authorized by the Union, no Employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

3.02 If new positions are established by the Employer which the Union claims to come within the jurisdiction of the Bargaining Unit as described in Appendix "A", the Parties hereto shall meet and attempt to reach agreement on such new positions. If no agreement is reached, the matter may be referred by either party to the Labour Relations Board (Nova Scotia) for final resolution and such employee shall remain outside the Bargaining Unit until a decision is rendered by the Labour Relations Board (Nova Scotia).

3.03 The Employer shall notify the Union of the proposed exclusion of any existing position from the Bargaining Unit and the basis for such exclusion. If the Union objects to the exclusion, the Parties shall endeavour to reach agreement, and if no agreement is reached, the matter may be referred by either party to the Labour Relations Board (Nova Scotia) for final resolution.

ARTICLE 4.00 - WORK JURISDICTION

4.01 Positions normally filled by Employees within the Bargaining Unit shall continue to be filled by Employees within the Bargaining Unit, but this shall not prevent contracting out, subject to the provisions of the Trade Union Act and the provisions of this collective agreement.

4.02 No Employee shall be laid off because the principal duties of her/his position are reassigned to, or assumed by, an employee outside the Bargaining Unit.

4.03 (a) Student employees shall not displace members of the Bargaining Unit or fill Bargaining Unit positions.

(b) The funding of any Bargaining Unit position shall not be changed from operating to grant sources for the purpose of excluding that position from the Bargaining Unit.

(c) Without restricting the right of the Employer to establish and maintain appropriate management structures, the assignment of nominal management functions shall not result in the exclusion of a position from the Bargaining Unit.

ARTICLE 5.00 - CONTRACTING OUT

5.01 No Employee shall be laid off due to the contracting out of work normally done by members of the Bargaining Unit providing the Employee agrees to relocation. Every effort will be made to relocate such Employee to a comparable position. A relocation under this article shall be in accordance with the provisions of Article 11.09 (Lay-off, Redeployment, Recall and Severance Pay). It is understood that the posting process may be suspended to facilitate relocation.

5.02 Contracting out without notice may occur only to the extent required to maintain normal operations and to compensate for fluctuations in service levels and demand.

5.03 Prior to finalizing any decision about contracting out all or a significant part of the services provided by members of the Bargaining Unit, the Employer agrees to advise the Union of its intention to contract out with supporting reasons. The Employer shall meet with the Union as soon as possible but no later than thirty (30) days of such advice in order that the Union may consult and/or make representations on the matter to the Employer.

Should the Employer thereafter decide to contract out, a further thirty (30) days' notice will be given to the Union, prior to such contracting out. During this thirty (30) day period the Employer and Union will meet to discuss the process for relocation of any Employees thus affected as per Article 11 - Lay-off, Redeployment, Recall and Severance Pay.

5.04 The Union shall be provided with information relating to a specific instance of

contracting out upon request to the Director of Employee Relations, Human Resources.

ARTICLE 6.00 - UNION SECURITY AND CHECK OFF

6.01 No Employee is required to join the Union as a condition of employment. However, each Employee, whether or not a member of the Union, shall pay the equivalent of Union dues to the Union.

6.02 The Employer shall deduct any monthly Union dues and initiation fees from each Employee in the Bargaining Unit, including Regular Full-time, Regular Part-time and Term Employees, in accordance with the Union's Constitution and By-Laws.

6.03 Deductions shall be made from each monthly payroll and shall be forwarded to the Treasurer of the Union not later than the seventh (7th) day of the next month, accompanied by a list of names of Employees in the Bargaining Unit from whose salaries such deductions have been made.

6.04 At the same time that Income Tax (T-4) slips are made available, the Employer shall supply to the Union without charge an account of the amount of Union dues paid by each Employee in the Bargaining Unit in the previous calendar year. Such amounts will be indicated on each Employee's Income tax (T-4) slip.

ARTICLE 7.00 - UNION OFFICERS AND STEWARDS

7.01 The Employer acknowledges the right of the Union to elect officers and appoint stewards from within the Bargaining Unit and recognizes that it is the function and duty of such officers and stewards to assist in the administration of this agreement.

7.02 Up to twelve (12) such officers and up to thirty-two (32) such stewards shall be identified by the Union to the Director of Employee Relations, Human Resources from time to time in writing.

7.03 The Employer agrees to allow reasonable time off without loss of regular pay for officers and stewards so identified to assist in the administration of this agreement. Permission of the supervisor shall be obtained before leaving the job and such permission shall not be unreasonably withheld.

7.04 Stewards, or recognized substitutes, will have reasonable time-off without loss of regular pay for the investigation and handling of grievances, within their assigned areas.

(a) Before leaving her/his department the steward shall obtain the permission of the responsible supervisor. S/he will advise the supervisor of the reason for the absence and an estimate of the time required. As much notice as is reasonably possible will be given.

(b) Prior to entering another department to meet with a grievor the steward must obtain the permission of the responsible supervisor.

(c) Permission relating to (a) or (b) above shall not be unreasonably withheld. If permission is not granted, the steward shall be informed of the reason.

7.05 The President of the Union, or designate, may meet with new members of the Bargaining Unit following Human Resources documentation sessions to explain to new Employees the benefits and duties of Union membership.

7.06 The Employee Relations Officer of the Union shall have access to the University's premises as may be required to discuss matters of mutual concern with representatives of the University or to observe conditions at the workplace but such access shall not interfere with normal departmental operations.

7.07 (a) The Employer agrees to recognize a negotiating committee to be appointed by the Union for the purpose of representing the Employees in negotiations for the renewal of this Collective Agreement. The committee shall consist of a chief negotiator and

not more than four (4) Employees or their alternates who shall not suffer any loss of pay for the time spent, during their normal working hours, in meetings with the Employer, or at conciliation, provided the Parties have made reasonable efforts to reach agreement on outstanding issues.

(b) Such Employees shall give as much notice as possible to their supervisor when requesting leave pursuant to this article and the granting of such leave shall be subject to operational requirements.

7.08 Where operational requirements permit, and on reasonable notice, the Employer may grant special leave without pay to Employees **to attend to union business as authorized by the Union.**

Such leaves shall not total more than ten (10) days per annum per Employee, unless the Parties agree to a greater number for an Employee. However, the total number of days for the Bargaining Unit shall not exceed **one hundred and twenty (120)** days **or seven hundred and eighty (780) hours** in a calendar year.

7.09 Where operational requirements permit, an Employee who has been elected as full-time President of the NSGEU shall be granted a leave of absence without pay for that period of time agreed to by the Parties at the time of the request for leave. Such Employee shall return to their former or equivalent position upon expiration of such agreed upon time period. Where possible, under the terms of the University's benefit plan, an Employee may continue to participate in benefit plans provided that the Employee shall be responsible for both the Employee and Employer contributions or premiums.

ARTICLE 8.00 - UNION NOTICES AND MEETINGS

8.01 The Employer will permit the posting of notices on Union notice boards concerning meetings, nominations, elections, lists of officers and stewards, job postings, Union social events and other matters which have been approved by the Union Executive Committee.

8.02 The Employer shall endeavour to arrange work schedules so that an Employee may attend monthly general meetings of the Union during the lunch break at least once every two months.

8.03 The Employer shall endeavour to provide space for general meetings and monthly stewards' meetings of the Union.

ARTICLE 9.00 - STATISTICS CONCERNING EMPLOYEES

9.01 The Employer shall provide the following data elements from Employees' files to the Union on a monthly basis; employee name, employee number, department name, department number, employment date, classification, step level, status (FTE/Sessional), pregnancy/parental leave, leave of absence and termination dates**, indicating where employees have retired, resigned, or are deceased.**

9.02 The Employer shall endeavour to provide the Union with such information relating to Employees in the Bargaining Unit as may be required for collective bargaining purposes.

9.03 Upon request the Employer shall provide information on the level of student employment and/or work experience placements, by department.

9.04 The Employer shall provide the Local President with a copy of a new Employee's appointment letter within five (5) working days of the letter being sent to the new Employee.

ARTICLE 10.00 - SENIORITY

10.01 Except as otherwise provided in this article, seniority shall be defined as the length of an Employee's compensated service with the University (excluding service as a Temporary employee) excluding overtime since the most recent date of hiring.

10.02 Employees of the University who transfer from outside the Bargaining Unit into positions in the Bargaining Unit shall not retain previously earned seniority for the purpose of determining lay-offs under Article 11.03 (Lay-off, Redeployment, Recall and Severance Pay) unless such seniority had been earned as a member of the Bargaining Unit or in a position excluded from the Bargaining Unit because of the confidential nature of the work and which is classified in accordance with Article 27.00 – Job Evaluation, or in a position which is included in the Bargaining Unit as a result of the Union seeking inclusion of their position in the Bargaining Unit.

10.03 (a) An Employee who proceeds on an approved leave of absence without pay shall retain the seniority acquired up to and including the last day of work provided that the period of absence does not exceed twelve (12) months. Seniority shall not accumulate during the period of such absence. Approved leaves of absence of up to ten (10) working days per year shall not affect an Employee's seniority.

(b) An Employee shall continue to accumulate seniority throughout the term of an approved pregnancy leave.

(c) An Employee who is laid off (excluding sessional lay-offs) shall retain the seniority acquired up to and including one month beyond the last day of work provided that the period of lay-off does not exceed twelve (12) months. For lay-offs of Recurring Sessional Employees, such Employees shall retain seniority acquired up to and including ten (10) working days beyond the last day of work. Seniority shall not otherwise accumulate during the period of such lay-off.

10.04 Seniority and employment shall be considered broken:

(a) if an Employee voluntarily terminates employment at the University; or

(b) if an Employee is discharged and not reinstated by the grievance procedure; or

(c) if an Employee is absent from work because of illness or injury for a period in excess

of thirty (30) months or when their rights expire pursuant to Article 3**6**.08 (Sick Leave); or

(d) if an Employee has been laid off for a period in excess of twelve (12) consecutive months; or

(e) if an Employee who has been laid off declines to have her/his name placed on the re-employment list, voluntarily withdraws her/his name from the re-employment list, refuses to accept an offer of a position in the same classification as the original position, or subsequent to receiving notice of lay-off, neglects to reply within two (2) weeks to communications sent by the Employer to the last reported address.

10.05 (a) Within six (6) months of the signing of this agreement and annually thereafter by July 1st, the Employer shall post and shall provide to the Local President and Secretary, a seniority list setting out each Employee's seniority date as of June 1st, calculated in accordance with the terms of this agreement and based on records available in Human Resources as of the date such calculations are made.

(b) Upon posting of the initial list, each Employee shall have three (3) months to challenge her/his seniority date in writing to the Director of Employee Relations, Human Resources, with evidence of any past paid service which has not been included in the calculations. Otherwise, the seniority list as posted shall be deemed to be correct.

(c) Annually thereafter, an Employee, the Union, or the Employer will have thirty (30) working days from the date that the list was posted to challenge her/his seniority date in writing, to the Director of Employee Relations, Human Resources with evidence of any past paid service for the applicable year which has not been included in the calculation. Otherwise, the seniority list as posted shall be deemed to be correct.

ARTICLE 11.00 - LAY-OFF, REDEPLOYMENT, RECALL AND SEVERANCE PAY

LAY-OFF

11.01 In the application of any provision of this article, the Employer shall avoid the use of its right to lay-off long service Employees (ten (10) years seniority or more) until it has exhausted all other avenues to facilitate the continuing employment of such Employees. In any event, the reduction of positions shall be achieved, where possible, by attrition.

11.02 The Employer shall inform the Union of any pending lay-off in accordance with Article 13 – Organizational Change and upon request, will schedule a meeting with the Employee present as soon as possible after the organizational change meeting, in order that both parties may make every reasonable effort to facilitate continuing employment elsewhere in the Bargaining Unit. Employees shall continue to receive notice of any change concurrent with the organizational change meeting.

11.03 If lay-offs become necessary, such lay-offs shall take place from among those Employees doing similar work within the department in the reverse order of seniority, the Employee with the least seniority being laid off first. A department, for the purposes of this clause, shall refer either to an academic faculty, or to a distinct operational function with its own supervisory structure.

11.04 Employees who are to be laid-off shall be given minimum prior notice in writing, or pay in lieu thereof, as follows:

Compensated Service Since Date of Last Hire	Written Notice
Less than two (2) years	Four (4) calendar weeks
Two (2) but less than five (5) years	Eight (8) calendar weeks
Five (5) but less than ten (10) years	Twelve (12) calendar weeks
Ten (10) but less than fifteen (15) years	Twenty (20) calendar weeks
Fifteen (15) or more years	Twenty-four (24) calendar weeks

"Service", for the purpose of this article, shall exclude service as a Temporary employee except temporary service that has been credited toward his/her probationary period in accordance with Article 17.02 (Temporary Employees).

In each case a copy of such notice will be sent to the Union. Acceptance of pay in lieu of notice shall not alter a laid-off Employee's rights under this article, and her/his name shall be placed on the re-employment list as of the expiry date contained in the notice of lay-off.

11.05 *TRAINING ASSISTANCE*

Employees who have been given notice of lay-off shall be eligible on request for reasonable training at the University unless the University can substitute an equivalent course elsewhere at less cost, to develop their job skills if the provision of such training would assist in their redeployment or relocation within the University and can be completed during the notice period of lay-off. Such a request shall not be unreasonably denied even though such training program or course may extend beyond the final date of the notice period of lay-off, with the understanding that, under normal circumstances, salary and benefits shall not continue beyond the final date of the notice period of lay-off. Tuition shall be waived for any such reasonable training that is approved by the University. This shall not prevent the Employee from proposing a cost sharing arrangement with the Employer if they are requesting training that goes beyond a reasonable amount of training.

11.06 When an Employee receives a notice of lay-off, her/his name, address, telephone number, department, classification and seniority date shall be placed on a re-employment list. This list shall be maintained by the Employer, but it shall be the responsibility of the Employee, or laid off Employee, to keep the Employer informed of her/his current address and telephone number. The Union shall be provided with the up-to-date re-employment list and shall be advised of changes as they may occur. The name of such an Employee or laid off Employee shall remain on the re-employment list for a period of up to twelve (12) months following her/his last day of work as determined in the lay-off notice, unless s/he successfully relocates to another position.

REDEPLOYMENT

11.07 All vacancies shall be reviewed and postings selectively suspended by agreement between the Employer and the Union in those instances where an Employee who has been given notice of lay-off appears to be qualified to fill any comparable position to be posted. In the event of disagreement between the Employer and the Union, the position will be posted.

11.08 Employees who have been given notice of lay-off shall receive priority consideration as specified in Article 11.10 for all comparable positions for which they are qualified. The initial appointment to one of these will be by temporary transfer. In accommodating such transfers University departments will provide an additional one (1) month's training, if necessary, beyond the normal familiarization period for new staff. During the first three (3) months in such an appointment an assessment of performance against position requirements will be conducted after one (1) month and after three (3) months. If, during this period, either the Employee or the department wishes to terminate the temporary transfer, the Employee will be laid off at that time, or when the original notice of lay-off expires, whichever is later. If a transfer is mutually satisfactory at the conclusion of the three (3) month assessment period, it shall be confirmed in writing and the Employee shall become a regular staff member in the department.

11.09 Where an Employee who is on notice of lay-off accepts:

(i) a position in a higher classification, no decrease in salary shall result;

(ii) a position in a lower classification pursuant to Article 11.08 the Employee's salary shall be maintained until it may be slotted into a higher step in the appropriate salary scale as follows:

(a) if the Employee's salary is greater than the maximum step for the new classification, it shall be maintained until exceeded by such maximum and increased to the new maximum at that time;

(b) if the Employee's salary is within the range established for the new classification, it shall be maintained until her/his next normal anniversary date and increased to the next higher step at that time;

(iii) a position in the same classification, her/his salary and anniversary dates shall

remain unchanged.

11.10 Qualified persons whose names are on the re-employment list shall be given priority consideration by seniority for all appropriate vacancies which may occur within the Bargaining Unit. For this purpose priority consideration shall mean that the Employee shall be considered first to determine whether, in the Employer's assessment, s/he has the requisite skill, aptitude and ability to perform the basic duties of the job in a satisfactory manner. Such consideration shall be without competition from any other Employee unless there are two or more persons on the re-employment list who apply for the vacancy concerned, in which case the criteria specified in Article 26.05 (Job Posting) shall be applied. Appropriate vacancies shall be those at the same classification level in which the person was employed or one classification level lower.

11.11 A redeployed Employee shall serve a three month assessment period. The department head may terminate this arrangement based on her/his assessment of the Employee's job performance during or at the end of the assessment period. The Employee may also terminate this arrangement during or at the end of the assessment period. In either case the Employee shall revert to lay-off and eligibility for recall shall expire in accordance with the original notice of lay-off given under Article 11.04. Despite the above, in the first instance that the Employee terminates such an arrangement eligibility for recall shall be extended by the amount of time spent in that position.

11.12 Persons on the re-employment list may be offered positions in another classification. Where an Employee refuses an offer of a position at a lower classification**,** lower full time equivalency, **or a position outside the Employee's geographic area**, her/his name shall remain on the re-employment list. **Geographic area shall mean the regional municipality where the Employee's regular workplace is located.** Neither acceptance nor refusal of temporary or term employment shall restrict a laid-off Employee's rights under the collective agreement.

RECALL

11.13 A person whose name is on the re-employment list shall be offered her/his original position before other candidates are considered. If s/he should accept this position an assessment period shall not be required. Where job requirements within the same department are similar,

candidates shall be recalled in order of seniority, the person with the most seniority being rehired first.

11.14 Formal offers of employment, redeployment or recall shall be in writing with copies sent to the Union. Employees shall have two (2) weeks from receipt of recall notice to return to the service of the Employer, unless on reasonable grounds he/she is unable to do so.

11.15 *SEVERANCE PAY*

An Employee with three (3) years seniority may opt for severance unless an offer of alternative employment at the same or higher classification has been made or is pending. An Employee electing to request severance pay and forego any remaining entitlement to redeployment and recall shall notify the Employer of her/his choice at least one (1) week before the expiry of the lay-off notice. Once one-half (1/2) of the period of notice of lay-off has expired, the election to take severance pay shall be irrevocable by either party without the mutual agreement of the parties. For Employees with at least three (3) years seniority but less than ten (10) years seniority, severance pay shall be two (2) weeks pay. For employees with at least ten (10) years seniority, severance pay shall be one (1) week of pay for every one (1) year of full-time or prorated equivalent paid service since date of last hire by the Employer.

ARTICLE 12.00 - TECHNOLOGICAL CHANGE

12.01 If the Employer decides to introduce new machinery, equipment or material which will adversely affect the employment of any member of the Bargaining Unit, it shall notify the Union at least three (3) months before such changes take place. The Employer will meet with the Union during this period in order to consider measures which might be taken to assist Employees so affected or to consider other viable solutions.

12.02 An Employee whose employment will be or is directly affected by technological change shall be eligible for a reasonable amount of retraining at the Employer's expense in order to qualify the Employee to perform the new or altered duties in the same position, or a new position which may result from such change, or in order to qualify for alternative employment at the

University consistent with the procedures in Articles 11.07 and 11.08 (Lay-off, Redeployment, Recall and Severance Pay).

12.03 In the event that new positions do not result from technological change or that reasonable retraining is not available or acceptable to affected Employees, the Employer shall make every reasonable effort to relocate them to other suitable positions within the Bargaining Unit consistent with past responsibility and salary level and with due consideration being given to the personal wishes of individual Employees.

12.04 In order to facilitate the relocation of Employees affected by technological change the job posting requirements of this agreement may be suspended by mutual agreement between the Parties.

ARTICLE 13.00 - ORGANIZATIONAL CHANGE

13.01 The Employer shall advise the Union as far as possible in advance of any action, including re-organisation within a department or abolition of a position, which will result in a continuing unilateral reduction of an individual Employee's regular hours of work or an Employee's classification downgrade, lay-off or re-deployment.

13.02 When an Organizational Change meeting has been scheduled pursuant to this article, the Employee Relations officer assigned to the bargaining unit will be provided, two working days prior to the meeting, with an updated organizational chart and seniority information and job fact sheets (most current on file) for Employees in the department considered relevant to the determination giving rise to the Organizational Change meeting. Such information shall be held in confidence and not shared with any university employee until the Organizational Change meeting. The Union will not communicate with affected Employees until the Employer has advised the Employee of any change to their position.

13.03 Without precluding the Employer's right to implement change, no change will be implemented until the Director of Employee Relations, Human Resources, has arranged a meeting of

the Parties to discuss the method of handling the necessary staff changes and the fair and equitable treatment of any Employee affected.

ARTICLE 14.00 - MANAGEMENT RIGHTS

14.01 The Union acknowledges that the primary functions of the University are to provide teaching and research services and facilities for students and faculty members of the University, with arrangements for services and facilities dictated primarily by the interests of students and faculty members.

14.02 The Union acknowledges that management and administration of services and facilities within the University are decentralized and that it is the exclusive function of the Employer to determine the authority delegated to those directly concerned with the provision of particular services and facilities.

14.03 The Union acknowledges it is the exclusive function of the University to ensure the provision of teaching and research services and facilities in the interests of students and faculty members by all reasonable measures. There shall be no strikes, lockouts, sit-downs, slow-downs, boycotts, picketing or any curtailments or stoppages of work or concerted action resulting in restriction of, or interference with, the University's operations or others concerned in providing teaching and research services and facilities.

14.04 It is agreed that in the event of a strike or lockout that essential services shall be provided by members of the Bargaining Unit. Accordingly the Parties have agreed that the following Employees may be required to work during a strike or lockout:

1) Employees required to perform duties related to the care of animals under the direction of the Director of Animal Care to meet the requirements of the Canadian Council of Animal Care.

2) Employees working in the Aquatron.

3) Employees working in those areas producing liquid nitrogen.

This list may be revised by mutual agreement between the Parties at any time.

14.05 Subject to the terms of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:

(1) maintain order, discipline and efficiency;

(2) establish and enforce reasonable rules and regulations covering the conduct, duties and methods of operation of the Employees not inconsistent with the provisions of this Agreement;

(3) hire, discharge, direct, classify, transfer, promote, demote, lay off, and suspend or otherwise discipline Employees, subject to the provisions of this Agreement;

(4) generally to manage and operate Dalhousie University.

ARTICLE 15.00 - PROBATIONARY EMPLOYEES

15.01 Subject to Article 17.02 (Temporary Employees) herein any Employee who has not completed six (6) consecutive months of employment **in the bargaining unit**, excluding sick leave and other leaves of absence if they total more than eight (8) working days, shall be a probationary Employee.

15.02 After a probationary Employee has served three (3) months in a position, her/his work performance shall be discussed by the supervisor and the Employee and confirmed to the Employee in writing at that time.

15.03 A probationary Employee shall be entitled to all rights and privileges of the Collective

Agreement except paid sick leave benefits as outlined in Article 3**6**.03 (d) (Sick Leave), and Long Term Disability Insurance [except for injuries which occur at work as determined by the University's Long Term Disability carrier]. It is recognized, however, that a probationary Employee is serving a trial period to determine competence and suitability for a particular position and may be terminated if, in the Employer's judgment, s/he does not meet reasonable standards established by the Employer.

15.04 A probationary Employee shall accumulate paid sick leave at a rate of one (1) day per complete month of paid service.

15.05 A probationary Employee whose employment is terminated by the Employer for reasons other than willful misconduct, disobedience or neglect of duty shall be given a minimum of two weeks prior notice of such termination, or payment in lieu thereof.

15.06 A probationary Employee shall be required to pay monthly Union dues.

ARTICLE 16.00 - TERM POSITIONS

16.01 Employees appointed to term positions as defined in 2.01(j) of more than two (2) year's expected duration shall be considered regular Employees and shall be covered by all the terms of this Agreement.

16.02 Employees appointed to term positions as defined in 2.01(j) of two years or less, but more than 183 calendar days expected duration, shall be covered by all the terms of this Agreement except those in Article 11.00 - Lay-off, Redeployment, Recall and Severance Pay and Article 3**6**.03(d) (Sick Leave). Such Employees are entitled to accumulate paid sick leave at the rate of one (1) day per month, may be terminated upon the provision of three (3) weeks notice in writing or payment in lieu thereof, and may not be eligible for all benefit programmes while employed.

16.03 Article 13 – Organizational Change does not apply to a Term Employee at the conclusion of the term appointment s/he was hired to fill, plus any extension(s), provided such extensions do not exceed two years in total.

16.04 A regular Employee who accepts a term position, without a break in employment, of more than one year shall be considered a regular Employee and covered by all the terms of this Agreement.

ARTICLE 17.00 - TEMPORARY EMPLOYEES

17.01 Notwithstanding anything in this agreement to the contrary, a Temporary employee may be hired by the Employer in accordance with 2.01(i) (Definitions). An additional period of time for orientation/training may be provided at either the beginning and/or the end of the temporary appointment for up to one month in total, which may only be extended with the prior agreement of the Union.

17.02 In the event that a Temporary employee is the successful applicant for a position in which s/he is currently employed, her/his seniority shall commence from the date of appointment to the regular Bargaining Unit position but the time s/he has already served in that position shall be credited toward her/his probationary period. If the period of employment has exceeded 183 days in the same position, the probationary period shall be deemed to have been served. This is not intended to supersede the regular job posting procedure.

17.03 The Employer shall, upon request, provide information on the level of employment of Temporary employees in specified departments.

ARTICLE 18.00 - RECURRING SESSIONAL EMPLOYMENT

18.01 A member of the support staff holding a "recurring sessional appointment" works regular full-time or regular part-time hours for eight (8) or more months each year. A mutually agreed condition of employment provides assurance of resumption of work in the same position and that the non-working period in each year is viewed as a temporary lay-off.

18.02 Upon appointment each Recurring Sessional Employee shall be provided with a letter

defining the expected duration of her/his working and non-working periods and confirming that the arrangement is recurring. The return date shall be specified on the Employee's `Record of Employment' form on temporary lay-off.

18.03 During their periods of active employment Recurring Sessional Employees shall participate in pension and group benefit plans on the same basis as regular staff. Benefit coverage during non-working periods may be continued, at the Employee's option, subject to the qualifying conditions of individual plans and to prepayment of the full joint premium by the Employee. Such prepayment may be in the form of monthly post-dated cheques.

18.04 A Recurring Sessional Employee with appropriate seniority is entitled to pregnancy and/or parental leave and Supplementary Unemployment Benefits (S.U.B.) on the same basis as regular staff (Article 3**8**.00 – Pregnancy, Parental and Adoption Leaves and Appendix "C") except that she shall not be eligible for S.U.B. payments from the Employer during her specified non-working periods. In the event that the birth occurs during the non-working period any balance of S.U.B. payments remaining shall commence on her specified return date.

18.05 Vacation entitlement for Recurring Sessional Employees shall be established on the same basis as regular staff. The amount of paid vacation earned shall be determined by the number of months worked in the normal vacation year as follows:

$$\frac{\text{months worked}}{12} \times \text{entitlement}$$

Vacation periods may be scheduled during the normal working term if this is consistent with the operating needs of the employing department. Sessional Employees are entitled to use vacation time as accrued during the same vacation year it is earned. Any unused vacation earned up to the beginning of temporary lay-off will be paid at the conclusion of each working term.

During the periods they are actively employed sessional staff are entitled to paid holidays on the same basis as regular staff.

18.06 In the event of lay-off, Recurring Sessional Employees shall be eligible for and subject to Article 11.00 - Lay-off, Redeployment, Recall and Severance Pay of this collective agreement but shall not be eligible for salary payments during specified non-working periods.

18.07 The Union shall be provided with an updated list of Recurring Sessional Employees on or about June 1st of each year.

ARTICLE 19.00 - RETIREMENT

19.01 Notwithstanding any early retirement arrangements which may exist from time to time the normal retirement date for Employees shall be in accordance with the applicable pension plan.

ARTICLE 20.00 - TERMINATION OF EMPLOYMENT

20.01 Resignation

(a) Employees shall be required to give the Employer a minimum of twenty-one (21) calendar days' notice of resignation, which shall exclude any scheduled period of vacation, or forfeit that portion of outstanding vacation pay which exceeds the requirements of Section 34 of the Labour Standards Code. The Department Head may waive this requirement or may accept a shorter period of notice.

(b) An Employee who has resigned may withdraw their resignation within two (2) working days unless they submit their resignation on a Friday in which case they may withdraw their resignation within one (1) working day.

(c) Such notice(s) shall be given in writing to the immediate supervisor with a copy to Human Resources.

ARTICLE 21.00 - JOINT EMPLOYER - UNION COMMITTEES

21.01 The Employer shall permit time off without loss of pay to Employees who are members of joint Employer-Union Committees for the purpose of attending Committee meetings provided that the prior approval of such Employee's immediate supervisor or department head is obtained.

ARTICLE 22.00 - LABOUR-MANAGEMENT RELATIONS

22.01 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union executive. The Union shall supply the Employer with the names and jurisdictions of its officers and stewards; similarly, the Employer if requested, shall supply the Union with a list of supervisors or other personnel with whom the Union may be required to transact business.

22.02 Acknowledging the mutual benefits to be derived from joint consultation, labour management forums may be established at the call of either party for the purpose of facilitating communication on matters of labour relations including concerns about workload or productivity. When such forums are established the Parties shall appoint an equal number of representatives.

22.03 This committee shall meet at the call of either Party but shall meet at least once per calendar year, for the purpose of facilitating communication on matters of labour relations.

22.04 In the event that the Union or the Employer wishes to invite a guest to a meeting of the Labour Management Relations Committee, every effort will be made to give prior notice of at least one week to the chairperson of the Committee.

22.05 The Employer will advise the Union of any consulting study commissioned by it which is specifically related to both major organizational change and the employment of Union members. The Employer and the Union will consult prior to the initiation of any such implementation of any recommended changes.

ARTICLE 23.00 – INSURED EMPLOYEE BENEFITS

23.01 The Employer agrees to maintain a Dalhousie University Employee Benefits Committee representative of interested staff groups, the Senate and the Board of Governors, to consider matters relating to insured benefit programs for staff, including; the administration of, participation in, contribution to, and obtaining value in the provision of, benefit programs. The Union shall have the right to appoint two (2) representatives to be members of the Dalhousie University Employee Benefits Committee. The committee shall meet at least four times per year unless the committee agrees to meet less frequently.

23.02 The Employer shall endeavour to ensure that the present insured benefits programme is only modified following a review of any proposed amendment or addition by the Employee Benefits Committee.

23.03 If any substantive change is made to the benefit coverage level through a concurrent majority of the Board's representatives and the employee groups' representatives on the Employee Benefits Committee voting in favour of the amendment and the Union does not agree with these changes,

a) the pre-existing coverage level shall, subject to the insurer's willingness to underwrite the coverage, be retained for Bargaining Unit members, however, any dollar amount of subsidization provided by the Employer shall not increase as a result of the Union's decision to retain the pre-existing coverage level; or if the insurer is unwilling to underwrite the coverage,

b) the change shall be implemented.

23.04 The Employer agrees to provide the integrated insured benefits plans and premium structure referred to in the report of the Employee Benefits Committee with respect to the amalgamation of the Dalhousie University and former TUNS benefits programs subject to any subsequent changes pursuant to Article 23.03 (Insured Employee Benefits) of this agreement.

23.05 Eligible Employees are entitled to make application to participate in the "Dalhousie University Staff Employee Benefit (Salary Deferral) Plan", subject to its review by the Employee Benefits Committee and approval by Canada Revenue Agency. Approval of a Member's application shall not be unreasonably withheld, it being understood that approval, when given, shall only relate to the department and position held at the time of approval.

23.06 The Employer shall supply information as to insured benefits coverage to all members of the Union.

23.07 The Employer shall contribute an amount equivalent to 60% of the cost of premiums for all Employees, 50% FTE or greater, who participate in the Major Medical Insurance Plan.

23.08 **E**mployees who hold a 50% or greater full time equivalency position will have **$500** credited **annually, on July 1st,** to a Health Spending Account (HSA). Claims to the Health Spending Account must be eligible under Canada Revenue Agency guidelines.

23.09 The Employer agrees that parking fees to be paid by Employees shall be the same as those paid by members of the other Bargaining Units on Campus.

ARTICLE 24.00 – PENSION PLAN

24.01 The Union shall have right to appoint two (2) representatives to be members of the Pension Advisory Committee.

24.02 The Employer agrees to continue the Dalhousie University Staff Pension Plan as it was on the signing of this collective agreement, except as it may be modified under the terms of the Pension Plan.

24.03 The Employer shall supply information as to the Dalhousie University Staff Pension Plan to all members of the Union. The Employer shall provide to the Union an audited balance sheet

and income statement for the Dalhousie University Staff Pension Plan within six (6) months of the close of each fiscal year that shall also show the rate of return earned in each of the previous two (2) fiscal years.

ARTICLE 25.00 - HEALTH AND SAFETY

25.01 The Union and the Employer shall continue to have a mutual co-operative concern and responsibility for the occupational health and safety of Employees.

25.02 In accordance with the Nova Scotia Occupational Health and Safety Act, the Bargaining Unit may appoint one member to the University's joint occupational health and safety committee, namely, the Dalhousie University Environmental Health and Safety Committee.

25.03 It is the function of the Committee to involve the Employer and the employees together in occupational health and safety in the workplace and, without restricting the generality of the foregoing, includes:

(a) the co-operative identification of hazards to health and safety and effective systems to respond to the hazards;

(b) the co-operative auditing of compliance with health and safety requirements in the workplace;

(c) receipt, investigation and prompt disposition of matters and complaints with respect to workplace health and safety;

(d) participation in inspections, inquiries and investigations concerning the occupational health and safety of the employees and, in particular, participation in an inspection by an occupational health and safety officer pursuant to the Nova Scotia Occupational Health and Safety Act.

(e) advising on individual protective devices, equipment and clothing that, complying with the Nova Scotia Occupational Health and Safety Act and the regulations, are best adapted to the needs of the employees;

(f) advising the employer regarding a policy or program required pursuant to the Nova Scotia Occupational Health and Safety Act or the regulations and making recommendations to the employer, the employees and any person for the improvement of the health and safety of persons at the workplace;

(g) maintaining records and minutes of committee meetings in a form and manner approved by the Executive Director of Occupational Health and Safety or designate and providing an occupational heath and safety officer with a copy of these records or minutes on request; and

(h) performing any other duties assigned to it

(i) by the Executive Director of Occupational Health and Safety or designate;

(ii) by agreement between the Employer and the employees or the Union, or

(iii) as are established by the regulations pursuant to the Nova Scotia Occupational Health and Safety Act.

25.04 The Employer shall consider the recommendations of the committee pursuant to Article 25.03 (Health and Safety) and if the action of the Employer varies from the recommendation of the committee it shall report its decision and reasons in writing to the committee as soon as that decision is made.

25.05 (a) Any Employee may refuse to do any act at the Employee's place of employment where the Employee has reasonable grounds for believing that the act is likely to endanger the Employee's health or safety or the health or safety of any other person until:

(i) the Employer has taken remedial action to the satisfaction of the Employee;

(ii) the committee has investigated the matter and unanimously advised the Employee to return to work; or

(iii) a health and safety officer appointed pursuant to the Nova Scotia Occupational Health and Safety Act has investigated the matter and has advised the Employee to return to work.

(b) Where an Employee exercises the Employee's right to refuse to work pursuant to (a), the Employee shall:

(i) immediately report it to a supervisor;

(ii) where the matter is not remedied to the Employee's satisfaction, report it to the committee; and

(iii) where the matter is not remedied to the Employee's satisfaction after the Employee has reported pursuant to clauses (i) and (ii), report it to the Occupational Health and Safety Division of the Department of Labour.

(c) At the option of the Employee, the Employee who refuses to do any act pursuant to (a) may accompany an officer appointed pursuant to the Nova Scotia Occupational Health and Safety Act or the committee, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.

(d) Where an Employee refuses to do work pursuant to (a), the Employer may reassign the Employee to other work and the Employee shall accept the reassignment until the Employee is able to return to work pursuant to (a).

(e) Where an Employee is reassigned to other work pursuant to subsection (d), the Employer shall pay the Employee the same wages or salary and grant the Employee the same benefits as would have been received had the Employee continued in the Employee's normal work.

(f) Where an Employee has refused to work pursuant to (a) and has not been reassigned to other work pursuant to (d), the Employer shall, until a(i), (ii) or (iii) is met, pay the Employee the same wages or salary and grant the Employee the same benefits as would have been received had the Employee continued to work.

(g) A reassignment of work pursuant to (d) is not discriminatory action.

(h) An Employee may not refuse to use or operate a machine or thing or to work in a place where:

(i) the refusal puts the life, health or safety of another person directly in danger; or

(ii) the danger referred to in (a) is inherent in the work of the Employee.

25.06 Where the Employer requires Employees to wear personal protective equipment (PPE), the Employer shall make such PPE available at the workplace for Employees' use.

25.07 Where the Employer requires Employees to wear safety footwear in the performance of their duties on an ongoing basis, Employees shall receive an allowance of up to one hundred dollars ($100.00) per year toward the cost of CSA approved safety footwear, provided a receipt for the purchase of such footwear, in the amount of at least the amount claimed, is submitted. When a claim has been submitted and paid, the Employee will not be entitled to another claim for one year from the date of payment under this Article. An Employee who has not used their $100 annual entitlement toward the purchase of safety footwear in a given year may carry over the unused balance to the following year toward the purchase of safety footwear.

ARTICLE 26.00 - JOB POSTING

26.01 Unless the Parties mutually agree otherwise, when a job vacancy or a new position occurs within the Bargaining Unit, the Employer shall post the vacancy for at least five (5) working days, circulate copies to be posted on Union Notice Boards and circulate electronically a link to the posting on the **Recruitment and Retention** website. The posting will describe the job available, the

qualifications required, and the date by which written application for the job must be received by **Recruitment and Retention**, Human Resources. The posting procedure shall apply to all positions within the Bargaining Unit.

26.02 Where such vacancy is not filled, and where the position is not under active recruitment for a period of two (2) calendar months following the posted expiry date, the position shall be reposted and subject to all conditions following.

26.03 Except as provided in Article 11.07 (Lay-off, Redeployment, Recall and Severance Pay) herein, competition for such job vacancies or new positions within the Bargaining Unit shall be open to all Employees within the Bargaining Unit and such vacancies shall first be offered to qualified Employees within the Bargaining Unit who have applied in writing within the time allowed by the notice in accordance with Article 26.01, provided their total hours of work in the Bargaining Unit, if they were the successful candidate, would not exceed forty-eight (48) hours. In the absence of a qualified internal applicant, external applicants shall be considered.

26.04 Provided it is consistent with the provisions of the collective agreement, the Union recognizes the Employer's commitment to the employment of designated group members at the University.

26.05 Among competing applicants for a posted vacancy the Employer shall consider the following factors: training and experience; demonstrated performance relevant to the requirements of the position; ability; skills and aptitudes. Where two or more candidates are relatively equal in these respects, seniority shall be the determining factor.

26.06 It is understood and agreed that Employees who have successfully completed their probationary period may apply **as an internal candidate** freely and without prejudice for any position posted under this article. On enquiry to the **Manager, Recruitment and Retention** or designate, Employees shall be provided with any available information about a posted position in complete confidence.

26.07 Where an Employee is an unsuccessful applicant for a job vacancy or a new position within the Bargaining Unit, that Employee shall be notified within **four (4)** working days of the decision. If an Employee wishes to have feedback on their application or interview, they may contact the**, Manager, Recruitment and Retention, or designate.**

26.08 Where an Employee is a successful applicant for a job vacancy or new position, only the approval of the Department Head gaining the Employee is necessary for the move. The Employee shall give three (3) weeks' notice unless a shorter period of notice is agreed to by the transferring department.

(a) The Employee's first three (3) months of service in the new position, excluding sick leave and other leaves of absence if they should total more than four (4) working days, shall be considered a period of mutual assessment. By prior mutual agreement between the Union and the Employer, the three (3) month assessment period may be extended to up to six (6) months, provided this is specified in the job posting. Extensions may also be agreed to by the Parties in other circumstances.

(b) Within the applicable period, employment may be terminated by the Employee by giving notice in writing to the Employer consistent in duration with that specified in Article 20.01 – Resignation.

(c) Where an Employee is determined not to be suitable for the new position by the Employer within the 3 month assessment period **one of the following shall apply:**

(i) if the determination is made within thirty (30) calendar days of the Employee commencing the new position, they shall return to their former position and former rate of pay. When the Employer decides to refill the position, the Employer will consider the original applicant pool, in accordance with terms of this article, in filling the position or will repost the position.

(ii) if the determination is made after thirty (30) calendar days and before

the end of the three (3) months of the Employee commencing the new position, the notice provisions specified in Article 11.04 (Lay-off, Redeployment, Recall and Severance Pay) shall apply and if **the Employee's** former position is available, they shall return to such position and former rate of pay. **If their former position is not available, the Employee shall have redeployment and recall rights as specified in Article 11.00 -** Lay-off, Redeployment, Recall and Severance Pay**.**

(d) If the move is mutually satisfactory at the conclusion of the applicable assessment period, it shall be confirmed in writing and the Employee shall become a regular Employee in the department.

26.09 Where an Employee is a successful applicant for a job vacancy or a new position carrying the same or a higher classification, there shall be no decrease in salary as a result of the move.

26.10 Nothing in this article shall be interpreted to limit the right of the Employer to advertise and recruit outside the Bargaining Unit for such job vacancies or new positions, provided Employees within the Bargaining Unit are given first consideration for job vacancies or new positions in accordance with Article 26.05. Eligible applicants from within the Bargaining Unit, as determined by Staffing Services in consultation with the employing department, shall be interviewed and considered by the employing department and informed of the decision by the Coordinator, Staffing Services, before external candidates are interviewed and considered by the employing department.

26.11 In assessing whether an applicant is eligible for referral in accordance with Article 26.10 **the Manager, Recruitment and Retention, or designate** will consider the posted job requirements and job description, years of service in a related capacity and the factors outlined in 2**6**.0**5**. Where there is uncertainty in the assessment, the applicant shall be interviewed.

Applicants who are not interviewed shall be advised within **four (4)** days of such decision being made, and upon request, shall receive the reason(s) within five (5) days.

26.12 The Employer and the Union may agree to suspend normal posting procedures in order to enable the continuing employment of an Employee under special circumstances.

26.13 Grievances filed under this article may be filed at Step Two of the grievance procedure.

ARTICLE 27.00 - JOB EVALUATION

27.01 (a) The Employer shall routinely review the evaluations of all positions within the Bargaining Unit with priority being given to requests made under Articles 27.06 and 27.02, in that order. All positions shall be reviewed at least once every five years. If the Employee and Department Head or designate, and Human Resources agree there has been no substantive change in job content since the last Job Fact Sheet was submitted, Article 27.01 (a) may be waived.

(b) The factor descriptions and point ranges of the job evaluation system shall be accessible to all Employees. The factor scores and classification total of their own position shall be made available to the Employee as regular reviews are conducted.

27.02 A position may be evaluated at any time, but shall be evaluated within three (3) calendar months after receipt by the Job Evaluation Unit, Human Resources of a request from an Employee or supervisor and subsequent receipt of the Employee's completed Job Fact Sheet, provided that the incumbent has had at least six (6) months' service in the position and that the position has not been reviewed or evaluated for at least twenty-four (24) months (unless significant changes have been made to the job content).

27.03 Upon request and if available an Employee will be provided with the following documents to assist them in completing the Job Fact Sheet:

(i) The Current Job Fact Sheet or a copy of the most current list of job duties for the position, including the position’s classification level,

(ii) The latest factor scores for the position (if the position is not provisionally rated)

27.04 An Employee may request the assistance of a representative in Human Resources in completing the Job Fact Sheet.

27.05 If an Employee's duties are altered significantly by the introduction of new machinery, equipment, material, a change in procedures or a restructuring of duties within a department, the supervisor shall advise the Job Evaluation Unit, Human Resources, in writing and the job shall be provisionally rated. Where a provisional rating indicates a change in classification Article 27.15 shall apply. The provisional rating shall become effective on the date these duties were first assigned and performed.

27.06 All jobs within the Bargaining Unit holding provisional rating shall be evaluated within four (4) to eight (8) months of the date the position is filled, providing the same incumbent is in the job and the Job Fact Sheet has been completed.

27.07 Rating decisions of the job analyst or of the Job Evaluation Committee, when the job analyst has requested the committee to initially rate the job, shall be reported to the supervisor and the incumbent within five (5) working days of the rating decision being made, subject to Article 27.09 herein, and shall be implemented effective the beginning of the month in which the Job Evaluation Unit, Human Resources receives the Employee's portion of the Job Fact Sheet.

27.08 (a) The Employer will supply to a designated officer of the Union substantiating data sheets as jobs are evaluated and/or after jobs go through job evaluation appeals. The Union agrees that this information will be kept confidential by this Officer**(s)**, and will only be used to advise members, in general terms without release of specific data, why jobs have been classified as they are, and to assist members going through job evaluation appeals. **Designated officers shall not sit on the job evaluation committee during the time period they are designated officers under this article.**

(b) The Union will name three (3) designated officers; at least one will be in an

administrative support position and at least one will be in a technical support position.

27.09 Any objections to the rating decisions as outlined in 27.07 shall be appealed to the Job Evaluation Committee within fifteen (15) calendar days of receipt of the Job Evaluation decision. Decisions on such objections shall be reported to the supervisor and incumbent within five (5) working days of the meeting date, and shall be implemented in accordance with 27.07. There shall be no recourse for re-evaluation beyond the appeal process.

27.10 The Job Evaluation Committee shall be made up of two (2) Union representatives and two (2) Employer representatives, plus the Manager of the Compensation Unit, or designate who, shall act as Chairperson. The Chairperson will be someone other than the analyst who originally rated the position; however, an analyst will attend Job Evaluation Committee meetings as a resource to the committee. Both the incumbent and the immediate supervisor shall be invited to appear before the committee on any objections raised under 27.09 above.

27.11 In review of the position during the appeal process, the Job Evaluation Unit will circulate the Job Fact Sheet and the letter of appeal to be used in the appeal at least five (5) days prior to the meeting.

27.12 The Job Evaluation Committee may review aspects of the Job Evaluation Program and recommend such revisions as it considers necessary. Such recommendations shall be made to the Coordinator of the program but shall not be implemented without the agreement of the Union and the Employer, which agreement shall not be withheld unreasonably.

27.13 There shall be no additions to the job classifications and wage levels specified in Appendix "B" except as may be approved in advance by the Union and the Employer.

27.14 Newly-created jobs which fall within the jurisdiction of the Bargaining Unit shall be provisionally rated according to established procedure before applicants may be recruited.

27.15 (a) Where job reclassification or evaluation results in moving to a higher classification,

no decrease in salary shall result. The Employee's projected salary income in the new classification over the ensuing twelve (12) months shall exceed by at least four percent (4%) what it would have been in the old classification over the same period.

(b) Where job reclassification or evaluation results in moving to a lower classification the Employee's salary shall be maintained until it may be slotted into a higher step in the appropriate salary scale as follows:

(i) if the Employee's salary is greater than the maximum step for the new classification, it shall be maintained until exceeded by such maximum and increased to the new maximum at that time,

(ii) if the Employee's salary is within the range established for the new classification, it shall be maintained until the next normal anniversary date and increased to the next higher step at that time.

27.16 No Employee shall refuse to participate in the Job Evaluation Program but, on request, may defer such participation for a maximum period of six (6) months if the Employee and the supervisor give notice to the Job Evaluation Unit, Human Resources that the position is currently undergoing change or if the Employee is new to the job. If this period is exceeded, there shall be no increase in the then current rate of pay.

27.17 The time limits set out in this article may be amended by the agreement of the Parties. Such agreement will not be unreasonably withheld.

27.18 The Employer agrees that they will provide the NSGEU membership with at least one (1) instruction session per calendar year on completing the Job Fact Sheet. **Employees** who attend such a session will not suffer any loss of pay or benefits for time spent at the instruction session.

ARTICLE 28.00 - HOURS OF WORK

28.01 Subject to the exceptions noted in this article, and permitted by Article 32.00 – Shift

Work, the regular work day and regular work week for Full-time Employees shall be six and one-half (6 1/2) and thirty-two and one-half (32 1/2) hours respectively, exclusive of meal breaks. **Subject to the MOA on pg 105 of this agreement, the regular work day and regular work week for Full-time Employees may be seven (7) and thirty-five (35) hours respectively.**

28.02 The work week of thirty-two and one-half (32 1/2) hours **or thirty-five (35) hours** shall usually be five (5) days per week from Monday to Friday inclusive with two (2) consecutive days off and with a minimum of one-half (1/2) hour for a meal break. An Employee may be scheduled by the Employer for a regular work week other than Monday to Friday and other than between the hours of 8:00 a.m. and 6:00 p.m.

28.03 Each Employee shall be entitled to one fifteen (15) minute break period in each half shift which shall be scheduled in accordance with operational requirements.

EXCEPTION TO REGULAR WORK WEEK

28.04 Nothing herein contained relating to the work week, work day, hours of work, overtime or vacations shall apply to non-clerical Employees of the University presently working in excess of thirty-two and one-half (32 1/2) hours per week in the following departments:

1. Division of Family Medicine
2. University Health Services

EARNED TIME OFF

28.05 The work week of thirty-two and one-half (32 1/2) hours **or thirty-five (35) hours** may be extended for equal time off, at a mutually agreed time and subject to operational requirements, if agreed upon by both the Employee, and the Supervisor, who will be defined by the Employer.

NOTICE OF CHANGE WORK HOURS/SCHEDULE

28.06 Excluding overtime and emergencies, all Employees shall be given a minimum of twenty (20) working days' notice of a change in the scheduled commencement or end of their daily hours of work **or a change in their scheduled work week.**

CHANGE & WASH TIME

28.07 The Employer agrees that any Employee whose regular working conditions are such that s/he must change her/his clothes to perform her/his job will be granted ten (10) minutes at the end of her/his shift to change and wash.

TRANSPORTATION BETWEEN CAMPUSES

28.08 If an Employee is required to travel between campuses **by the Employer**, the Employer shall provide **either** transportation **or mileage in accordance with university policy** where appropriate.

SPLIT SHIFTS

28.09 There shall be no split shifts other than the regularly scheduled meal period.

ADDITIONAL DAYS OFF

28.10 The Employer shall select at least two (2) days in the period between Boxing Day and New Year's Day to be observed by Employees who would otherwise be at work as scheduled days off without loss of pay. In the event that an Employee is required to work on any of these days s/he shall be entitled to equivalent time off in lieu thereof without loss of pay. Such time off shall be by mutual agreement but failing this, the Employee shall be granted such time off with pay immediately following her/his annual vacation. For part-time Employees, such entitlement shall be prorated.

ARTICLE 29.00 - OVERTIME

29.01 Overtime for Full-time Employees shall mean all authorized time of at least fifteen (15) minutes assigned to and worked by such Employees in excess of their regular working day **(six and one half (6 1/2) or seven (7) hours)**.

Overtime for Part-time Employees working less than full-time shall mean all authorized time totalling at least thirty (30) minutes assigned to and worked by such Employees in excess of thirty-two and one-half (32 1/2) hours a week and all authorized time of at least fifteen (15) minutes assigned to and worked by such Employees in excess of:

(a) their regularly scheduled hours in one (1) day;

or

(b) six and one half (6 1/2) hours in one day

whichever is less.

(c) An Employee who holds more than one Bargaining Unit position shall be entitled to overtime when they meet the criteria outlined above in a given position only or when their hours of work exceed forty-eight (48) hours per week.

29.02 For the purposes of this article "authorized" shall mean each allocation of work or time in excess of regularly scheduled hours specifically assigned by the responsible supervisor or delegate on or before the day the overtime work is to be performed. If proposed overtime is not assigned by the responsible supervisor or delegate, an Employee may refuse it without prejudice. Retroactive approval will not satisfy this requirement except under conditions when the supervisor or delegate is not readily available.

29.03 The Employer shall:

(a) make every reasonable effort to equitably distribute overtime among qualified Employees in a department taking appropriate account of seniority when making any initial allocation,

(b) give a minimum of one (1) hour's advance notice of overtime as circumstances permit,

(c) offer overtime on a voluntary basis, however, where operational requirements dictate, overtime shall be mandatory when assigned by the responsible supervisor or delegate.

29.04 The Union is entitled to consult the Employer or its representative whenever it is alleged that Employees are required to work unreasonable amounts of overtime.

29.05 An Employee shall be advised of the form of compensation at the time the assignment of overtime work is made. Subject to Article 29.01 and 29.02 (Overtime), an Employee shall be either compensated at the rate of time and one-half her/his normal rate of pay for overtime worked and the rate of double the normal rate of pay for overtime worked on a holiday, a day declared to generally be observed in lieu of a holiday, or day off; or, in lieu of overtime pay, granted time off in lieu of overtime pay equal to time and one-half or double the amount of overtime actually worked, whichever is applicable.

29.06 (a) Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid unless the Employee, with the approval of the immediate supervisor or department head, prefers to accumulate the time for a specified later date.

(b) All such accumulated overtime shall be taken within twelve (12) months of the date the overtime was worked or pay in lieu thereof, at the overtime rate, shall be included in the earliest regular pay thereafter. This period may be extended if such time off cannot be granted due to operational requirements.

29.07 An Employee who is required to work a minimum of three (3) consecutive hours overtime following her/his normal scheduled work day shall, where it is practicable, be granted a reasonable period without pay to enjoy her/his usual meal time before commencing such work. If this is not practicable, an unpaid meal break may be scheduled by the supervisor during or after the overtime period and under such conditions the Employee shall be reimbursed expenses for one meal in the amount of $7.00 except where a free meal is provided.

29.08 An Employee who has been required to work at least one (1) hour beyond her/his regular hours of work and beyond 8:00 p.m., shall, on presentation of an appropriate receipt, be reimbursed for taxi fare to her/his place of residence to a maximum of $15.00.

29.09 In computing overtime, every segment of a quarter hour worked shall be regarded and paid as one complete quarter hour.

29.10 In the computation of overtime, an Employee who is on authorized leave with pay, including sick leave, shall be deemed to have worked (a) normal working day(s) while on such leave.

29.11 By prior mutual agreement with the supervisor, an Employee may make up time missed from work which would otherwise be deducted from pay. Such time may be worked in excess of the regular work day and shall not be computed as overtime.

ARTICLE 30.00 MEDICAL/DENTAL APPOINTMENTS

30.01 Employees shall make every reasonable effort to arrange medical and dental appointments outside their regular working hours. Upon request, an Employee shall be required to provide confirmation of the time of the medical or dental appointment and/or confirmation that they were unable to schedule such appointment outside their regularly scheduled hours of work.

30.02 In the case of an Employee being unable to arrange personal medical or dental appointments outside their regular working hours, the Employee may be granted leave with pay for up to two (2) days (thirteen (13) or fourteen (14) hours depending on the Employee's regular hours of work) to be deducted from sick leave, per calendar year to attend such appointments.

30.03 The Employer may, at its discretion, grant leave with or without pay for medical/dental appointments **for Employees who have exhausted their entitlement pursuant to Article 30.02**.

The Employer shall consider the following factors in exercising their discretion in granting leave with or without pay:

1. Operational considerations and the Employee's ability to schedule the appointment outside working hours will be taken into account in determining whether or not leave [paid or unpaid] will

be granted to an Employee.

2. In determining whether leave will be paid or unpaid, the department and/or faculty will consider:

(a) An Employee's ability to make up the time through [i] rescheduling of meal breaks; [ii] use of banked overtime or banked time; [iii] use of vacation time; or [iv] working additional hours at a time agreed upon between the Employee and Dalhousie;

(b) Consistency of treatment within the department o**r** faculty;

(c) Operational considerations within the department or faculty, and

(d) At the request of the Employee, extenuating circumstances will be considered on an individual or case by case basis.

It is understood that individual departments or faculties may have guidelines or practices consistent with the above which will ensure fairness and consistency of decision making.

ARTICLE 31.00 - TEMPORARY ASSIGNMENT

31.01 An Employee who is temporarily assigned for a period of six (6) months or less to perform in a classification paying a higher rate, shall be paid a premium for the entire period of assignment which is 7 1/2% of her/his existing rate of pay unless this results in a higher rate of compensation than the top of the classification of the position they are assigned to, in which case they shall receive a premium which is the difference between their existing rate of pay and the maximum hourly rate of the position they are assigned to fill temporarily (overtime is applicable to the premium as well) provided the Employee has worked in the higher classification for a period of at least two (2) weeks. Where the temporary assignment exceeds six (6) months, the Employee shall be paid thereafter at a rate which is 7 1/2% higher than her/his existing rate of pay unless this results

in a higher rate of compensation than the top of the classification of the position they are assigned to, in which case they shall receive a rate which is the maximum hourly rate of the position they are assigned to fill temporarily. (The higher overtime rate shall apply as well.)

31.02 When an Employee is temporarily assigned to perform work in a classification paying a lower rate, s/he shall be paid at her/his regular rate.

31.03 An Employee who is temporarily assigned to another position under this article shall normally be relieved of the responsibilities of her/his regular position during the period of her/his assignment.

31.04 An Employee who is temporarily assigned to another position under this article shall upon completion of such temporary assignment, return to their former or comparable position.

ARTICLE 32.00 - SHIFT WORK

32.01 An Employee will be considered to be on shift work when one-half of the regularly scheduled hours fall between 6:00 p.m. and 8:00 a.m.

32.02 An Employee who has worked a full scheduled shift, (in accordance with Article 32.01), of six and one-half (6 1/2) hours or more shall receive an hourly premium of $1.50. This shall not apply to overtime shifts.

32.03 The regular daily and weekly hours of work for Employees who work shift may be other than six and one-half (6 1/2) **or seven (7)** hours per day, and thirty-two and one-half (32 1/2) or thirty-five (35) hours per week. When a position requiring shift work is posted, the shift rotation and daily hours of work will be indicated, and shall then be considered the regular hours of work for that position. Subsequent changes to regularly scheduled hours of work are subject to Article 28.06 (Hours of Work).

Notwithstanding the foregoing, the regular hours for full-time Employees who work

shift shall normally average 1690 hours per year **or 1820 hours per year.**

32.04 Overtime shall be governed by Article 29.00 - Overtime.

32.05 **Holidays** and **Vacation** for Employees who work shift shall be governed by Article **39**.00 - Holidays and Article **40**.00 – Annual Vacation.

32.06 There shall be no right of postponement or accumulation of vacation but, subject to the discretion of the Employer and the continuity of essential services within the department concerned, a maximum of one (1) full work week of their shift rotation may be deferred at the Employee's request to the following vacation year.

33.00 - WEEKEND PREMIUM

33.01 An Employee shall receive a weekend premium of one dollar and fifty cents ($1.50) per hour for all hours worked, on complete shifts, when half or more of such hours are regularly scheduled between 12.01 a.m. on Saturday and 7:00 a.m. on Monday. There shall be no pyramiding of the weekend premium on overtime hours worked. However, an Employee will be paid both shift and weekend premiums if they qualify for both under the terms of Articles 32 and 33 of this collective agreement.

ARTICLE 3**4**.00 - CALL-IN AND STANDBY

3**4**.01 (a) An Employee called in to work without previous notice outside her/his scheduled working hours shall be paid at time and one-half her/his regular rate of pay for the hours worked with a minimum of four (4) hours regular pay; except, when called in on days off, s/he shall be paid at the rate of double her/his regular rate of pay for the hours worked with a minimum of four (4) hours regular pay.

(b) When an Employee is called at home by an employee of the University who is authorized by the Department Head to assign work, outside of scheduled working

hours, and is required to perform a service from home as a result, s/he will be paid at time and one-half her/his regular rate of pay and at double her/his regular rate of pay on a day off for the time required to perform such service with a minimum of fifteen (15) minutes regular pay.

(c) Time off may be substituted for payment at the applicable rate as agreed by the Employer and the Employee.

(d) In no such case shall an Employee claim more than four (4) hours' pay at the applicable rate in a four (4) hour period pursuant to 3**4**.01 (a) or more than fifteen (15) minutes at the applicable rate in a fifteen (15) minute period pursuant to 3**4**.01 (b).

3**4**.02 For the purpose of this article an Employee on "standby" duty is one who has been designated in advance by the Employer, through the responsible supervisor and the Director of Employee Relations, Human Resources, to hold her/himself readily available for the period of such duty to report to work on short notice when requested through a pre-arranged channel.

3**4**.03 An Employee qualified under Article 3**4**.02 (Call-in and Standby) shall be paid **two dollars ($2.00)** per hour of standby. The Employee and the Department Head or designate may mutually agree that standby pay may be banked to be taken as equivalent time off at a later date.

ARTICLE 3**5**.00 - WAGE RATES

3**5**.01 The rates of pay set forth in Appendix "B" shall become effective on the dates therein specified.

35.02 **Employees are paid monthly in accordance with Article 50.00 – Pay Periods. For Full-Time Employees whose regular work week is 32.5 hours, the hourly rate is multiplied by 1690 to determine the annual rate of pay and then divided by twelve to determine the monthly rate of pay. For Full-time Employees whose regular work week is**

35 hours, the hourly rate is multiplied by 1820 to determine the annual rate of pay and then divided by twelve to determine the monthly rate of pay. Regular Part-time Employees are paid monthly based on their prorated full time equivalency.

3**5**.0**3** The rates of pay set forth in Appendix "B" are derived from "Step 4" rates for Employees hired prior to August 22, 2002, as follows:

Step 1 82%
Step 2 87%
Step 3 93%
Step 4 100%

For Employees hired on or after August 22, 2002, the rates of pay set forth in Appendix "B" are derived from the top step of each scale as follows:

3 Step Scale	Step 3	82%
	Step 4	91%
	Step 5	100%
4 Step Scale	Step 2	82%
	Step 3	87%
	Step 4	93%
	Step 5	100%
5 Step Scale	Step 1	82%
	Step 2	87%
	Step 3	92%
	Step 4	96%
	Step 5	100%

3**5**.0**4** Unless paid at the top of their scale, an Employee shall advance to the next higher step on the first day of the month next following completion of twelve (12) months satisfactory service in a particular step and classification subject to Article 3**5**.0**8** (Wage Rates). When an

increment is withheld, the increment may be granted at any subsequent time when, in the Employer's opinion, the performance deficiencies giving rise to the withholding have been corrected. Such date shall become the Employee's anniversary date for subsequent progressions within the same classification. The reason(s) for withholding an increment shall be given to the Employee in writing. In the event an increment is withheld, the Employer will meet with and re-evaluate the Employee (with confirmation in writing) at least every three months thereafter until the increment is granted, provided the Employee remains in the position.

3**5**.0**5** A new Employee shall be paid at the rate set forth as "Step 1" in the appropriate classification, unless hired at Step 2 on account of relevant experience, **or at a higher step subject to the agreement of the Union,** and shall advance to the next applicable step effective the first day of the month next following completion of twelve (12) months of satisfactory service in the same classification. Such date shall become the anniversary date for subsequent progressions within the same classification. **The Union's agreement shall not be unreasonably withheld.**

3**5**.0**6** If a position is reclassified to a higher classification the Employee shall not be eligible for a progression advance until a minimum of twelve (12) months in the new classification has been served. Such Employees shall advance to the next higher step on the first day of the month next following the completion of twelve (12) months service in that step and classification, except where Article 27.15(a) (Job Evaluation) applies.

3**5**.0**7** In those cases where an Employee's salary is in excess of the maximum established for her/his classification under Appendix "B" of this Agreement her/his salary shall be maintained and not subject to adjustment of any kind. In any event salaries shall not be increased beyond these maxima ("Step 4") during the term of this Agreement.

3**5**.0**8** For the purpose of determining appropriate dates for step progression as noted herein, unpaid leaves of absence, including pregnancy and parental leaves without pay, in excess of six (6) consecutive weeks shall not be considered as qualifying service.

ARTICLE 3**6**.00 - SICK LEAVE

3**6**.01 All regular Employees qualify for sick leave benefits provided in this article (for probationary Employees see Article 15.04). Sick leave is defined as the period of time an Employee is absent from work with full pay as a result of a disabling injury or illness and is seeking appropriate medical treatment.

3**6**.02 An Employee who is unable to report for work due to illness shall inform her/his supervisor at least two (2) hours before the beginning of their shift, where required on a departmental basis unless it is not reasonably possible for the Employee to do so. In any event, as much notice as possible will be given. Employees shall be notified of the required method of providing notification.

3**6**.03 When illness or injury causes absence from work the following shall apply:

(a) The Employer may require medical evidence but not normally for periods of less than five (5) consecutive working days. Such medical evidence shall:

1) verify the disability or illness;
2) verify any inability to carry out normal duties;
3) indicate the date(s) the Employee was seen by the physician and confirm that the Employee is seeking appropriate medical treatment; and confirm that the Employee was seen during the period of absence due to sick leave;
4) provide an estimated date of return to work;
5) verify whether an accommodation can be made to enable the Employee to perform their normal duties or modified duties.

The Employer will advise the Employee, during her/his period of absence, if s/he is required to see a physician during her/his period of absence due to illness or disability in order to provide medical evidence to substantiate her/his absence. An Employee on standing directive pursuant to Article 3**6**.05 is deemed to have been advised of the need to provide medical evidence for any absence.

Failure to provide such evidence may result in disciplinary measures. The Employer shall make every reasonable effort to accommodate the Employee in performing their normal duties or in finding alternate related duties in the department if an Employee is unable to perform their own duties due to illness or injury, and such requirement is substantiated by medical certification.

(b) If an Employee requests, and with the agreement of the department head of the employing department, medical certification requested to assess a claim for paid sick leave and provided to the Employer, may be forwarded to Human Resources for assessment. If the department head does not agree, the assessment will be made in consultation with Human Resources. This information will be kept in a secure location and will be handled with utmost confidentiality. Human Resources will inform the employing department of:

a) approval or denial of the claim for paid sick leave
b) whether further medical information is being sought
c) the estimated date of return to work and any subsequent revisions to the return date
d) the return to work schedule, if applicable
e) any functional limitations upon the Employee's return to work.

(c) Frequent periods of sick leave may be reviewed in accordance with Article 3**6**.04 (b) to determine if the Employee is medically fit to carry out responsibilities on a full-time basis.

(d) Full salary shall be paid for the first one hundred and twenty-five (125) working days of sick leave in any 12-month period.

(e) This Article applies to an Employee who is not eligible to participate in the Long Term Disability Plan (LTD) due to her/his age. As the level of sick leave

entitlement in Article 3**6**.03 (d) is intended primarily to provide income protection in cases of major illness or injury during the qualification period for LTD, Employees who commence or continue to work beyond the age of qualification for LTD will not be entitled to the sick leave outlined in Article 3**6**.03 (d). Such Employees are entitled to accumulate sick leave at a rate of one and one-quarter (1¼) days per month of continuous employment since date of last hire to a maximum of one hundred and twenty-five days. Any approved sick leave taken is deducted from this bank.

(f) Following the elimination period under the terms of the long term disability plan then in effect (125 days, excluding Saturdays, Sundays, and Holidays, prior to age 65, as of the date of signing of this collective agreement), eligible Employees shall claim any entitlement under the terms of such program.

3**6**.04 An applicant for employment or an Employee may be required to undergo without cost to such Employee, medical examinations by a physician of the Employer's choice in the following instances:

(a) prior to employment but following an offer of employment, provided the medical information sought relates to a bona fide occupational requirement for the position applied for.

(b) in order to obtain health certificates, where the Employer in its discretion deems it necessary or desirable, including cases of repeated absences of less than five (5) days, provided a duplicate copy of the physician's report is given to the Employee.

STANDING DIRECTIVE TO PRODUCE MEDICAL CERTIFICATION

3**6**.05 An Employee may be required to produce certification (including a standing directive to do so) acceptable to the Employer and/or certification from a physician in order to qualify for sick leave, when such Employee's absences are excessive, for example, when compared to other Employees, or where the Employer has reason to suspect an Employee's absence is not legitimate, for example, a pattern of absences not explained by a medical condition. This information will be kept

in a secure location and will be handled with utmost confidentiality.

Any standing directive shall be reviewed after each three (3) month period to determine whether it should be withdrawn and the Employee shall be notified within five (5) working days of the decision. The Employer shall notify the Employee in writing of the reason for the standing directive, and/or the reason for the decision not to withdraw a standing directive.

REDUCED ENTITLEMENT

3**6**.06 (a) The level of sick leave entitlement in 3**6**.03 (d) above is intended primarily to provide income protection in cases of major illness or injury during the qualification period for the insured long term disability plan. Also it provides coverage for short-term absence, reasonable in incidence and duration, due to illness or injury. Short-term absences are defined as absences of less than two (2) calendar week's duration.

Without detracting from any other rights of the Employer, if the frequency and/or amount of an Employee's short term absence in any twelve month period is excessive and if it is not attributable to a continuing medical condition, the Employee shall qualify for a maximum of eight (8) days of paid sick leave in the ensuing twelve month period. However, the Employee will qualify for regular coverage in the event of major illness or injury.

This limitation shall be withdrawn if after 12 months of active employment, the amount and/or frequency of short term illness returns to normal.

(b) Where an Employee's usage of sick leave is excessive (for example, based on the average usage of other employees), the Employer may, upon notice, advise an Employee that for the following twelve (12) month period, there will be no benefits paid for the first day of any subsequent absence(s).

Any disagreements relating to any entitlement under this Article 3**6**.06 will be adjudicated by a panel comprised of a representative of the Union, a representative of

the Employer and an agreed upon third party who may be an employee of the University. The decision of this panel is final and binding and there is no recourse to Arbitration for either party.

3**6**.07 An Employee returning to work upon the expiration of a period of sick leave (as defined in Article 3**6**.01) shall return to her/his original position. This period will be extended by twelve (12) months from the date the Employee completes the elimination period under the terms of the long term disability plan, pursuant to 3**6**.03(f), provided the employee is approved for LTD benefits. If an Employee's position is eliminated while they are on sick leave, they shall receive notice of lay-off on the same basis as other Employees in accordance with Article 11 - Lay-off, Redeployment, Recall and Severance Pay. However, any entitlement to sick leave and salary continuance shall not be affected by such lay-off notice.

3**6**.08 An Employee who has been absent from work as a result of a disabling injury or illness and who is not entitled to return to their former position pursuant to 3**6**.07 but who has been absent for less than thirty (30) months, who wishes to return to work at the University, shall submit a medical certificate to the Director of Employee Relations, Human Resources confirming that the Employee is medically fit to resume work. The procedures set forth in Article 3**6**.09 herein shall apply upon receipt of such a certificate but any entitlement under these articles will lapse at a date which is twenty-four (24) months from the expiry of paid sick leave as provided in Article 3**6**.03(d) herein.

3**6**.09 (a) An Employee returning to work pursuant to Article 3**6**.08 shall have their name placed on the re-employment list until his/her rights lapse pursuant to Article 3**6**.08 or until s/he successfully relocates to another position. It is the responsibility of the Employee to keep the Employer informed of her/his current address and telephone number. The Union shall be provided with the up-to-date re-employment list and shall be advised of any changes as they occur.

(b) All vacancies shall be reviewed and postings selectively suspended by agreement between the Employer and the Union in those instances where an

Employee who is returning to work pursuant to Article 3**6**.08 appears to be qualified to fill any comparable position to be posted. In the event of disagreement between the Employer and the Union, the position will be posted.

(c) Such employees shall be considered first to determine whether, in the Employer's assessment, s/he has the requisite skill, aptitude and ability to perform the basic duties of the job in a satisfactory manner. Such consideration shall be without competition from any other Employee. If there are two or more persons on the re-employment list who apply for the vacancy concerned, they shall be given priority consideration by seniority. Appropriate vacancies shall be those at the same classification level **in which the Employee was employed or one classification level lower, for which the Employee is qualified.**

(d) The initial appointment to a new position will be by temporary transfer. In accommodating such transfers, University departments will provide an additional one (1) month's training, if necessary, beyond the normal familiarization period for new staff. During the first three (3) months in such an appointment, an assessment of performance against position requirements will be conducted after one (1) month and after three (3) months. If, during this period, either the Employee or the department wishes to terminate the temporary transfer, the Employee will maintain re-employment rights until their rights expire pursuant to Article 3**6**.08. If a transfer is mutually satisfactory at the conclusion of the three (3) month assessment period, it shall be confirmed in writing and the Employee shall become a regular staff member in the department.

ALCOHOLISM AND DRUG ABUSE

3**6**.10 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging Employees afflicted by alcoholism or drug dependency to undergo a recognized program directed to the objective of their rehabilitation.

ARTICLE 37.00 - LEAVES OF ABSENCE

COURT LEAVE

37.01 Leave of absence without loss of pay shall be given to every Employee, who would otherwise be at work, who is required to:

(a) serve on a jury provided the Employee reimburses the Employer any monies received for sitting on the jury, excluding payment for travel, meals, or other expenses; or

(b) attend by reason of being a plaintiff or defendant, unless the Employer is a principal party in the action; or

(c) attend, by subpoena or summons, as a witness in any proceedings 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 for the actual time required to give evidence; or

iii. before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance or witnesses before it.

BEREAVEMENT LEAVE

37.02 (a) In the event of a death of a spouse, a parent or a child **(including step-child), ward of the Employee, grandchild or a relative permanently residing in the Employee's household or with whom the Employee permanently resides,** an Employee so bereaved shall be allowed leave with pay not exceeding five (5) working days. The days shall normally be consecutive, and shall be taken at the time of death, funeral or memorial service.

(b) In the event of a death of a parent-in-law, grandparent, **sibling (including step-sibling and half-sibling, sibling-in-law (immediate – a spouse's sibling or a sibling's spouse), son-in-law, daughter-in-law** or step-parent, an Employee so

bereaved shall be allowed leave with pay not exceeding three (3) working days. The days shall normally be consecutive, and shall be taken at the time of death, funeral or memorial service.

(c) **In the event of the death of an Employee's aunt, uncle, niece, nephew, sibling-in-law (extended – spouse's sibling's spouse), foster parent, or the grandparent of the spouse of the employee, an Employee shall be granted leave of absence with pay for one (1) day for the purpose of attending the funeral.**

(d) **If the location of the funeral or memorial service is more than two hundred (200) kilometers away from an Employee's residence, an employee may be granted time to attend, in addition to the time outlined in Article 37.02 (b) or (c) (Leaves of Absence), for the actual time it takes to travel to and from such location, to a maximum of two (2) days.**

(e) If there is a death in an Employee's family as defined under **(a), (b), (c) or (d)** while the Employee is on vacation, the Employee is entitled to use bereavement leave, pursuant to **(a), (b), (c) or (d),** rather than vacation days as scheduled.

(f) Request for such leave must be directed to the Employee's immediate supervisor.

LEAVE FOR FAMILY ILLNESS

37.03 In the case of illness of an Employee's parent, spouse, or child, the Employee may be granted leave with pay for up to five (5) days per calendar year for the purpose of caring for such family member(s) provided such family member(s) requires care and no one other than the Employee can provide such care. The Employer may require proof of the need for such leave as they consider necessary. These days shall be deducted from the Employee's sick leave entitlement.

CONFERENCES AND SEMINARS

37.04 Where an Employee is required by the Employer to attend conferences, seminars,

meetings or courses, time off with pay shall be granted. All reasonable expenses shall be paid by the Employer for travel, meals, accommodations and registrations.

COMPASSIONATE CARE LEAVE

3**7**.05 A qualified Employee shall be granted Compassionate Care Leave in accordance with the provisions of the Nova Scotia Labour Standards Code.

OTHER LEAVES

3**7**.06 Except as otherwise provided, nothing in this Agreement shall restrict the right of the Employer, through the Department Head and the Director of Employee Relations, Human Resources, to authorize leaves of absence with or without pay for emergencies or special circumstances.

ARTICLE 3**8**.00 - PREGNANCY, PARENTAL, **AND** ADOPTION LEAVE**S**

PREGNANCY LEAVE

3**8**.01 The Employer shall not terminate the employment of an Employee because she is pregnant. An Employee, who has passed her probationary period, and any agreed extension thereof, shall be granted pregnancy leave in accordance with Article 3**8**.04. However only Employees who have twelve (12) continuous months of employment with the University shall be eligible for the Supplementary Unemployment Benefit Plan.

3**8**.02 Pregnancy leave must be arranged in advance with the immediate supervisor or the department head and recorded in Human Resources.

3**8**.03 The Employer may require an Employee to commence a leave of absence at the time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy.

3**8**.04 A qualified Employee shall be granted pregnancy leave consistent in timing and duration with the Labour Standards Code of Nova Scotia. During this period she shall be eligible to claim benefits under the Supplementary Unemployment Benefit Plan as outlined in Appendix "C" of

this Agreement to a maximum of seventeen (17) weeks.

3**8**.05 When an Employee reports for work upon the expiration of the period of leave, she shall resume work in the same position or, if the position has been eliminated, a comparable position to that which she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.

3**8**.06 While on pregnancy leave, an Employee shall continue to accrue seniority for purposes of lay-off and/or job posting.

PARENTAL LEAVE

3**8**.07 Parental leave shall be in accordance with the Labour Standards Code (Nova Scotia).

38.08 On the occasion of the birth of his**/her** child, **other than giving birth or through adoption** an Employee who is not seeking benefits pursuant to Article **38.09** shall be granted special leave with pay up to a maximum of four (4) work days. This leave may be granted on separate days.

38.09 The Employer agrees to modify the existing Supplemental Unemployment Benefit Plan such that: When an Employee who **becomes a parent other than through giving birth or through adoption,** qualifies for Parental Leave pursuant to the Nova Scotia Labour Standards Code, and qualifies for benefits under the Employment Insurance Act related to Parental Leave, as determined by **Employment and Social Development Canada (ESDC)**, the benefit payable by the Employer shall be the difference between ninety-five percent (95%) of the Employer's regular salary at the commencement of the leave and the amount the Employee receives from EI benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia shall be without payment from the Employer. This shall not apply to an Employee who is seeking benefits pursuant to Article **38.08.**

ADOPTION LEAVE

38.10 A qualified Employee shall be granted Parental Leave for the purpose of adoption in accordance with the provisions of the Nova Scotia Labour Standards Code.

38.11 The Employer shall, upon the request of an Employee who is not seeking benefits pursuant to Article **38.12,** and upon receipt of a copy of the notice of proposed adoption made by the Employee under the **Children and Family Services Act** of a child five years of age or younger, grant the Employee a leave of absence with pay for the week in which the adoptive child comes into full care of the Employee.

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

RETURN TO WORK

38.13 Before proceeding on pregnancy, adoption or parental leave, each Employee claiming benefits shall sign an undertaking on a prescribed form that s/he will return to work at the end of the leave, or any authorized extension thereof, and remain in the University's employ for a period equal to the leave. Should an Employee fail to return to work or return for a period of less than that claimed under the SUB Plan (Appendix "C"), the Employer shall review each case on its own merits and may, at its option, require the Employee to repay all or part of the benefits received under the SUB Plan.

ARTICLE 3**9**.00 - HOLIDAYS

3**9**.01 The Employer agrees that the following shall constitute paid holidays for all Employees who are not on an unpaid leave:

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

One half holiday to be scheduled by the Employer on a day other than the holidays listed above.

and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government.

In the event that two or more paid holidays fall on the same day the total number of paid holidays noted in this section shall not be reduced. The Employer at its option and in advance of the displaced holiday, may declare another day or one-half day to be generally observed as a holiday in lieu of the time so displaced. Otherwise, qualified Employees will receive a floating holiday of appropriate duration to be taken at a mutually convenient agreeable time during the same calendar year.

3**9**.02 (a) Full-time Employees are entitled to all paid holidays. (For purposes of compensation a one-day holiday shall be equal to six and one-half (6 ½) hours **or seven (7) hours, based on the employee's regular hours of work in accordance with Article 28.01 (Hours of Work).**

(b) Part-time Employees are entitled to time off for paid holidays on a pro rata basis according to their regularly scheduled weekly hours, i.e. in the case of a full day holiday, entitlement would be 1/5 of their regularly scheduled weekly hours. In the case of a half-day holiday, entitlement would be 1/10 of their regularly scheduled weekly hours. For shift workers the regularly scheduled hours shall be the average weekly hours of the prior shift rotation.

(c) Recurring Sessional Employees are entitled to paid holidays during the period they are actively employed on the same basis as regular staff.

(d) Full-time shift workers are entitled to six and one half (6 ½) **or seven (7)** hours pay **based on the employee's regular hours of work in accordance with Article 28.01 (Hours of Work),** or time in lieu thereof, in accordance with Article 3**9**.03 (Holidays), for holidays falling on their regularly scheduled day off.

3**9**.03 When a paid holiday falls on a Full-time Employee's scheduled day off s/he shall receive another day off within thirty (30) days at a time of her/his choice with the approval of the immediate supervisor or department head or, in lieu thereof, pay for six and one-half (6 1/2) **or seven (7) hours, based on the employee's regular hours of work in accordance with Article 28.01 (Hours of Work),** at her/his regular rate of pay. Notwithstanding the foregoing when a paid holiday falls on a Saturday or Sunday the Employer, at its option, may declare another day to be observed as a holiday, in lieu thereof, and the Union shall be notified of the exact date at least one (1) month prior to the holiday.

3**9**.04 Where a holiday, which the Employee is entitled to, falls within an Employee's vacation period, the holiday shall not be counted as part of the vacation but shall be added to the end of the Employee's vacation period.

ARTICLE **40**.00 - ANNUAL VACATION

EMPLOYEES HIRED BEFORE JUNE 1, 2015 (Articles 40.01-40.12)

40.01 **(a) (i) Employees hired before June 1, 2015 take their vacation following the year in which the vacation is earned.**

(ii) The Employer agrees to consider requests from Employees to be covered by the provisions for "Employees hired on or after June 1, 2015" who return to work from a leave of absence with little or no vacation.

40.02 (a) The length of an Employee's annual vacation shall be determined by her/his seniority but, for the purpose of this article, seniority does not include pregnancy/parental leaves or leaves of absence without pay.

(b) Taking a pregnancy leave will affect the annual vacation an Employee is entitled to in the vacation year(s) immediately following such leave, however, pregnancy leave will not affect their entitlement to subsequent vacation pursuant to Article **40.08** (b)**,** (c) **and (d)**.

(c) Vacation entitlement shall be calculated on the basis of a regular six and one half (6 1/2) hour work day **for employees whose regular work week is thirty-two and one half (32 1/2) hours and shall be calculated on the basis of seven (7) hours for employees whose regular work week is thirty-five (35) hours**.

(d) Upon request to her/his department head or designate, Employees will be advised no later than May 1 of their vacation entitlement commencing on June 1st.

40.03 An Employee shall receive regular salary for the period of annual vacation.

40.04 The vacation year shall be considered to be the period from June 1st to the succeeding

May 31st, except for Recurring Sessional Employees where Article 18.05 (Recurring Sessional Employment) shall apply.

40.05 Except as provided in Articles **40.09** and **40.11,** vacations shall be taken within this period at a time authorized by the department head "or designate" concerned, with due consideration being given to the efficient operation of the department and the personal wishes and seniority of the Employees. All requests for and approval or denial of vacation shall be in writing. Any request for a change in scheduled vacation shall be in writing and may only be changed with the written approval of the department head or designate. Where the vacation time requested by the Employee is not approved, the Employee shall, upon request, be provided the reasons in writing.

40.06 Where an Employee has become sick in excess of three (3) days, and it is verified that the Employee was hospitalized for at least 24 hours for all or a portion of this period, that period of hospitalization and one-half of the total period of such illness falling within her/his annual vacation shall be considered as sick leave and the number of vacation days which have been so displaced may be taken at a later time in the same vacation year.

The Employee must notify the Employer at the time such illness commences and must submit medical verification to the satisfaction of the Employer in order to qualify for sick leave in these circumstances.

INITIAL VACATION

40.07 Employees commencing employment with the University during one vacation year shall be entitled to vacation with pay during the following vacation year in the amount of one and one-quarter (1 1/4) days for each complete month of seniority (prorated for partial months) during the qualifying vacation year.

SUBSEQUENT VACATION

40.08 (a) Employees with more than one year but less than ten (10) years of service, excluding unpaid leaves, as of June 1st shall be granted three weeks (15 working days) vacation in that vacation year.

(b) Employees with ten (10) years or more of service, excluding unpaid leaves, shall be granted four weeks (20 working days) vacation beginning with the vacation year in which their tenth anniversary falls.

(c) Employees with twenty (20) years or more of service, excluding unpaid leaves, shall be granted five weeks (25 working days) vacation beginning with the vacation year in which their twentieth anniversary falls.

(d) Employees with twenty-five (25) years or more of service, excluding unpaid leaves, shall be granted five weeks plus two (2) days (27 working days) vacation beginning with the vacation year in which their twenty-fifth anniversary falls.

DEFERRED VACATION

40.09 There shall be no right of postponement or accumulation of vacation, but, subject to the discretion of the Employer and the continuity of essential services within the department concerned, a maximum of one week (5 working days) vacation may be deferred at the Employee's request to the following vacation year. The maximum carry over of five (5) vacation days does not apply when an Employee is commencing a pregnancy leave. By mutual agreement with the department head she may carry up to one (1) year's vacation entitlement.

40.10 Except as provided in Article **40.11** herein, vacations in excess of the foregoing shall not be granted but under special non-recurring circumstances leaves of absence without pay up to a maximum of one week (5 working days) may be authorized for vacation purposes by the department head concerned.

ADVANCE VACATION

40.11 (a) Subject to subsection (b) hereof, at the request of an Employee and upon approval of the supervisor or department head, an Employee with two (2) years or more of continuous completed service may be granted a maximum of **ten (10)** days from the vacation to be earned for the following vacation year.

(b) If an Employee has taken advance vacation and terminates employment without having earned such advance vacation, the equivalent pay for the number of days taken shall be deducted from monies owing at the time of termination.

40.12 Except as noted in Article 20.01 (Termination of Employment) herein, on termination of employment an Employee shall be entitled to pay in lieu of **outstanding earned** vacation.

EMPLOYEES HIRED ON OR AFTER JUNE 1, 2015 & RECURRING SESSIONAL EMPLOYEES (Articles 40.13-40.23)

40.13 Employees hired on or after June 1, 2015 take their vacation in the vacation year in which it is earned, post probation.

40.14 (a) The length of an Employee's annual vacation shall be determined by her/his seniority but, for the purpose of this article, seniority does not include pregnancy/parental leaves or leaves of absence without pay.

(b) Taking a pregnancy leave will affect the annual vacation an Employee is entitled to in the vacation year(s) immediately following such leave, however, pregnancy leave will not affect their entitlement to subsequent vacation pursuant to Article **40.20** (b)**,** (c) **and (d)**.

(c) Vacation entitlement shall be calculated on the basis of a regular six and one half (6 1/2) hour work day **for employees whose regular work week is thirty-two and one half (32 1/2) hours and shall be calculated on the basis of seven (7) hours for employees whose regular work week is thirty-five (35) hours**.

(d) Upon request to her/his department head or designate, Employees will be advised no later than May 1 of their vacation entitlement commencing on June 1st.

40.15 An Employee shall receive regular salary for the period of annual vacation.

40.16 The vacation year shall be considered to be the period from June 1st to the succeeding May 31st, except for Recurring Sessional Employees where Article 18.05 (Recurring Sessional Employment) shall apply.

40.17 Except as provided in Article **40.21**, vacations shall be taken within this period at a time authorized by the department head "or designate" concerned, with due consideration being given to the efficient operation of the department and the personal wishes and seniority of the Employees. All requests for and approval or denial of vacation shall be in writing. Any request for a change in scheduled vacation shall be in writing and may only be changed with the written approval of the department head or designate. Where the vacation time requested by the Employee is not approved, the Employee shall, upon request, be provided the reasons in writing.

40.18 Where an Employee has become sick in excess of three (3) days, and it is verified that the Employee was hospitalized for at least 24 hours for all or a portion of this period, that period of hospitalization and one-half of the total period of such illness falling within her/his annual vacation shall be considered as sick leave and the number of vacation days which have been so displaced may be taken at a later time in the same vacation year.

The Employee must notify the Employer at the time such illness commences and must submit medical verification to the satisfaction of the Employer in order to qualify for sick leave in these circumstances.

INITIAL VACATION

40.19 Employees shall be entitled to vacation pay in the amount of one and one-quarter (1 ¼) days for each complete month of seniority (prorated for partial months). An Employee upon successful completion of their probationary period shall be entitled to use vacation in the same year it is earned.

SUBSEQUENT VACATION

40.20 (a) Employees with more than one year but less than nine (9) years of service, excluding unpaid leaves, as of June 1st shall be granted three weeks (15 working days) vacation in that vacation year.

(b) Employees with nine (9) years or more of service, excluding unpaid leaves, shall be granted four weeks (20 working days) vacation beginning with the vacation year in which their **ninth** anniversary falls.

(c) Employees with nineteen (19) years or more of service, excluding unpaid leaves, shall be granted five weeks (25 working days) vacation beginning with the vacation year in which their **nineteenth** anniversary falls.

(d) Employees with twenty-four (24) years or more of service, excluding unpaid leaves, shall be granted five weeks plus two (2) days (27 working days) vacation beginning with the vacation year in which their twenty-fourth anniversary falls.

DEFERRED VACATION

40.21 There shall be no right of postponement or accumulation of vacation, but, subject to the discretion of the Employer and the continuity of essential services within the department concerned, a maximum of **two weeks (10** working days) vacation may be deferred at the Employee's request to the following vacation year. The maximum carry over of **ten (10)** vacation days does not apply when an Employee is commencing a pregnancy leave. By mutual agreement with the department head she may carry up to one (1) year's vacation entitlement.

40.22 **V**acations in excess of the foregoing shall not be granted but under special non-recurring circumstances leaves of absence without pay up to a maximum of one week (5 working days) may be authorized for vacation purposes by the department head concerned.

40.23 Except as noted in Article 20.01 (Termination of Employment) herein, on termination of employment an Employee shall be entitled to pay in lieu of **outstanding earned** vacation.

ARTICLE 4**1**.00 - TUITION WAIVER

4**1**.01 Subject to the conditions set forth in this article, all non-probationary Employees who are Regular Full-time or Regular Part-time (50% FTE or greater) shall be entitled to Tuition Waiver as follows:

(a) Employee:

Up to twelve (12) credit hours in the 12 month period ending August 31 of each year in any Faculty of Dalhousie University.

(b) Spouses and Children:

Provided the Employee is Regular Full-time and has two or more years of seniority as of the date of registration, fifty percent (50%) of tuition fees in all courses offered at Dalhousie University in any undergraduate program in any Faculty other than Dentistry (excluding the School of Dental Hygiene), Law and Medicine. Where both parents are Employees, the tuition fee waiver for children shall be 100%.

(c) Deceased, Retired, Divorced, Legally Separated, Ill or Disabled Employees:

Tuition waivers in accordance with the provisions of (a) and (b) above shall continue to be available to:

(1) Employees who have retired, having been employed for five or more years, and to their spouses and children, and to the spouses and children of former Employees who are deceased and who had been employed for five or more years;

(2) the children of those Employees who are divorced or legally separated provided satisfactory documentary evidence of support equivalent to 7% of annual earnings is provided;

(3) Employees who are ill or disabled and to their spouses and children, provided the Employee is in receipt of sick leave or long term disability benefits.

4**1**.02 For purposes of tuition waiver administration, the following definitions shall apply:

(a) "Spouse" - as defined in Article 2 - Definitions.

(b) "Child" shall mean any dependent child of the Employee to the end of the academic year of the child's 25th birthday, or beyond that date if dependent on the Employee by reason of mental or physical disability. Dependents are defined as children of the Employee for whom the Employee is entitled to claim tax credit under the Income Tax Act in the year in which the tuition waiver is requested for children not over the age of twenty-five (25) to whom the Employee declares that they provide regular financial support.

(c) "Tuition Fee" shall mean the basic tuition fee applicable to specific programmes and shall include auxiliary fees which are for required instruction but shall exclude any other fees such as international student differential fees, co-op fees, and student union fees.

4**1**.03 (a) All requests for tuition waiver must be approved in advance of registration by the Department Head concerned and the Assistant Vice-President, Human Resources or designate.

(b) For Income Tax purposes and purpose of 4**1**.03(d) and 4**1**.04(a), all proposed courses shall be identified in advance by the Employee and the Department Head concerned as job related or non-job related.

(c) Employees may request an adjustment to their normal hours of work, i.e. re-scheduling lunch or extending the normal work day, to take courses under this article. The granting of such requests is contingent on service and operational requirements being met.

(d) Tuition fees may be reimbursed, at the sole discretion of the Employer, to Employees who have successfully completed job-related university credit courses taken at

Institutions other than Dalhousie University.

NON-CREDIT COURSES

41.04 (a) Tuition fees may be waived at the sole discretion of the Employer, for Employees taking job-related non-credit courses at Dalhousie University. Employees who fail or do not complete a course, forfeit entitlement to this waiver and must successfully complete a subsequent job-related non-credit course in order to qualify for reimbursement in that instance and in order to regain entitlement.

(b) Tuition fees may be reimbursed, at the sole discretion of the Employer, to Employees who have successfully completed work-related courses taken at Dalhousie which are relevant to the pursuit of alternative employment at Dalhousie.

41.05 The University and Union encourage employees to discuss professional development opportunities with their supervisor. When employees are required to take professional development programs, the University will pay for the cost of such programs and time spent taking such programs shall be considered working hours in accordance with Article 28 – Hours of Work.

ARTICLE 42.00 - DISCIPLINE AND DISCHARGE

42.01 No Employee shall be disciplined or discharged except for just cause. Notice of discharge shall be consistent with the provisions of Article 42.08 (Discipline and Discharge).

42.02 Before an Employee is disciplined (verbal warning, written warning or suspension only) or discharged s/he shall be advised of the right to have a Union representative present. This shall not preclude the right of the Employer to suspend "pending investigation" when a representative is not available.

42.03 When an Employee has been disciplined or discharged, the Employee shall be notified in writing stating the reasons therefore within three (3) working days of the discipline or discharge. The Employee shall be advised that, if they so request, a copy of the disciplinary action will be

forwarded to the President of the Local or to the NSGEU Employee Relations Officer. The Employer shall not be bound by the exact language of the statement of reasons at any subsequent arbitration hearings.

42.04 Where an Employee alleges that s/he has been disciplined or discharged in violation of Article 42.01, a grievance may be lodged in accordance with Article 43.00 – Grievance Procedure, provided that, in the case of a discharge, a grievance may be lodged at Step Two of the grievance procedure.

42.05 Where it is determined that an Employee has been disciplined or discharged without just cause, all records held by Human Resources and the Employee's department dealing with such discipline or discharge shall be removed from the files and destroyed. References, if any, to such discipline or discharge on documents required for bona fide administrative purposes shall not be released to unauthorized persons and under no circumstances shall be used to the disadvantage of the Employee concerned.

42.06 (a) The record of any Employee shall not be used against such Employee following a disciplinary action if twelve (12) months have elapsed without further similar or related incidents provided such further incident(s) have been brought to the Employee's attention and the Employee has been advised that the initial disciplinary action may be relied upon for a further twelve (12) months.

(b) The record of any Employee shall not be used against such Employee following a disciplinary action if twelve (12) months have elapsed without written warning or more serious disciplinary action for any reason, in accordance with 42.01 above.

(c) For discipline relating to serious wilful misconduct, serious disobedience, or neglect of duty, the period shall be extended to five (5) years.

(d) Discipline relating to sexual harassment, assault, including sexual assault, or theft is not covered by this article.

4**2**.07 The Employer shall provide liability coverage of Employee's liability while performing duties or tasks required and authorized by the Employer. Such liability coverage shall be within the terms and conditions of the insurance policies of the Employer.

4**2**.08 A regular Employee whose employment is terminated by the Employer for reasons other than wilful misconduct, disobedience or neglect of duty shall be give a minimum of three (3) weeks prior written notice of such termination, or three (3) weeks pay in lieu of notice.

4**2**.09 If notice of termination has been given in accordance with this article, the Employer shall pay the Employee all pay to which s/he is entitled at the expiry of the period of notice.

ARTICLE 4**3**.00 - GRIEVANCE PROCEDURE

4**3**.01 For the purpose of this Agreement a grievance is defined as a claim by an Employee, the Union, or the Employer that there is a complaint or disagreement relating to the meaning, application, interpretation or alleged violation of this Agreement.

A Union grievance shall concern matters of general application or those involving the interpretation/administration of the collective agreement. Although a Union grievance may affect a specific individual, it is not intended to bypass the regular grievance procedure provided for Employees.

4**3**.02 A grievor shall have reasonable time off without loss of pay to consult her/his steward when meeting with the Employer in the grievance process.

4**3**.03 An Employee who feels that s/he has a grievance shall first discuss the matter with the immediate supervisor within **twelve (12)** working days of the occurrence of the incident or cause giving rise to the grievance and may have a Union representative present during such discussions if so desired by the Employee. The supervisor shall provide the Employee with an answer to the grievance within **five (5)** working days of the discussions.

When any matter cannot be settled by the foregoing informal procedure it shall be submitted to the steps of the grievance procedure specified in Article 4**3**.05 and the supervisor shall be notified accordingly.

Where the immediate supervisor is the Department Head the Employee may present the grievance at Step Two. In this event the grievance shall be in writing, on the prescribed form (see Appendix "D"), shall specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated and shall specify the redress sought. A copy of the written grievance shall be provided concurrently to the Department Head.

4**3**.04 When a grievance is submitted to the steps specified in Article 4**3**.05 the Employee shall be accompanied by a representative of the Union.

STEP ONE

4**3**.05 If the Employee is not satisfied with the decision of the immediate supervisor, s/he, within ten (10) working days of receipt of that decision, may present the grievance in writing to the Department Head. Such written grievance shall be on the prescribed form, (see Appendix "D") shall specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and shall specify the redress sought. If the Employee does not receive a satisfactory settlement within eight (8) working days from the date on which the grievance was presented, the Employee may proceed to Step Two.

STEP TWO

Within ten (10) working days from the expiration of the eight (8) day period referred to in Step One, the Employee may present the grievance as written to the Director of Employee Relations, Human Resources. Any formal proposal of settlement of the grievance presented at Step One and correspondence must accompany the grievance when it is presented to the Director of Employee Relations, Human Resources. The Director of Employee Relations, Human Resources shall reply in writing to the Employee within twelve (12) working days from the date of the Step Two grievance meeting. If the Employee does not receive a reply or satisfactory settlement of the

grievance from the Director of Employee Relations, Human Resources the Employee may refer the grievance to Arbitration as provided in Article 4**4**.00 – Arbitration Procedure hereof.

4**3**.06 A grievance to be initiated by the Union shall be presented in writing to the Director of Employee Relations, Human Resources at Step Two within fifteen (15) working days of the Union being notified of the occurrence or cause giving rise to the grievance. Such written grievance shall be on the prescribed form, (see Appendix "D") shall specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and shall specify the redress sought. Failing settlement, the arbitration provisions set forth in Article 4**4**.00 – Arbitration Procedure shall apply.

4**3**.07 A grievance to be initiated by the Employer shall be presented in writing to the Union's Employee Relations Officer, with a copy to the President of the Local at Step Two within fifteen (15) working days of the Employer being notified of the occurrence or cause giving rise to the grievance. Such written grievance shall be on the prescribed form, (see Appendix "D") shall specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and shall specify the redress sought. Failing settlement, the arbitration provisions set forth in Article 4**4**.00 – Arbitration Procedure shall apply.

4**3**.08 The time limits referred to above and also in Article 4**4**.00 - Arbitration Procedure shall be strictly adhered to unless extended by mutual agreement of the Employer and Union. Requests for extensions must be made in writing to the Union's Employee Relations Officer, with a copy to the President of the Local if requested by the Employer, or to the Director of Employee Relations, Human Resources if requested by the Union.

4**3**.09 Grievances alleging violations of Article 11.00 -- Lay-off, Redeployment and Recall (pertaining to recalls only); Article 26.00 -- Job Posting (except in those cases where the current supervisor is the hiring supervisor); Article 3**5**.00 -- Wage Rates; Article 4**2**.00 -- Discipline and Discharge (pertaining to discharge only); Article 4**6**.00 -- Sexual Harassment may be filed directly at Step Two within ten (10) working days of the occurrence of the incident or cause giving rise to the grievance.

4**3**.10 Regardless of any provision herein to the contrary, the Employer and the Union may agree to omit any or all of the procedures and/or steps set forth in the article and refer a grievance directly to arbitration as specified in Article **44**.00 – Arbitration Procedure.

ARTICLE 4**4**.00 - ARBITRATION PROCEDURE

4**4**.01 The Employer, the Union and the Arbitrator/Arbitration Board shall make every effort to promote and ensure the speedy dispatch of arbitration cases. Both Parties wish and expect Arbitration Boards and single arbitrators named under this article to observe the time limits specified, to conduct business and to render decisions with as much expedition as is reasonably possible.

4**4**.02 When either party requests that a grievance be submitted to arbitration, the request shall be made within fifteen (15) working days of the date when the final decision referred to in Articles 4**3**.04, 4**3**.05 or **43.06 (**Grievance Procedure) was made or should have been made. Such request shall be in writing and shall notify the other party of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving the notice.

4**4**.03 The party to whom notice is given shall, within five (5) days after receiving the notice, name the person whom it appoints to be an arbitrator and advise the party who gave the notice of the name of its appointee.

4**4**.04 The two arbitrators named in accordance with this provision shall within five (5) days after the appointment of the second of them name a third arbitrator who shall be the Chairperson of the Arbitration Board.

4**4**.05 If the party to whom notice is given fails to name an arbitrator within the period of ten (10) days after receiving the notice, or if the two arbitrators named by the Parties fail to agree upon the naming of the Chairperson within ten (10) days after the naming of the second arbitrator, the

Minister of Labour of Nova Scotia shall, at the request of either party, name an arbitrator on behalf of the party who failed to name an arbitrator or shall name the Chairperson, as the case may be, and, if the case so requires, the said Minister shall name the second arbitrator and Chairperson.

The Arbitration Board named under this provision shall hear relevant evidence adduced relating to the difference or allegation and argument thereon by the Parties or counsel on behalf of either or both of them and make a decision on the difference or allegation and the decision shall be final and binding upon the Parties and upon any person on whose behalf this Agreement was made. The decision of the majority of the members of an Arbitration Board named under this provision shall be the decision of the Board and if there is no majority decision the decision of the Chairperson shall be the decision of the Board.

44.06 Regardless of any article herein to the contrary, should both Parties agree, a single arbitrator may be used instead of a three (3) member Arbitration Board. It is agreed that the appointment of a single arbitrator shall be seriously considered by both Parties in cases concerning an Employee's seniority or salary.

44.07 (a) On selection, the Chairperson of the Arbitration Board or the single arbitrator shall, with all possible dispatch, arrange for the case to be heard. In any event, the hearing will take place within forty-five (45) calendar days of her/his selection unless this requirement is expressly waived by the Parties to the Agreement.

(b) The Chairperson of the Arbitration Board or the single arbitrator shall render a written decision with all possible dispatch and, in any event, within thirty (30) calendar days following the hearing. The Union and the Employer may mutually agree to a further extension of up to thirty (30) days.

44.08 The Arbitration Board or single arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary matters before them, but shall not have the power to add, subtract or modify any terms of this Agreement, or to make any decision inconsistent with this Agreement.

44.09 An Employee who is required to attend an arbitration hearing by reason of being a grievor or a witness at such hearing shall be permitted to be absent from work for the required period and shall suffer no loss in normal pay.

44.10 Any member of the Arbitration Board or the single arbitrator named under this article shall have access to university premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.

44.11 Each party who is required to name a member of the Arbitration Board shall pay the remuneration and expenses of the member and witness(es) and the Parties shall pay the remuneration and expenses of the Chairperson, or a single arbitrator in accordance with Section 43 (2) of the Trade Union Act.

ARTICLE 45.00 - NO DISCRIMINATION

45.01 The Parties agree that there shall be no discrimination or harassment exercised or practiced with respect to any Employee by reason of marital status, whether or not the Employee has children, familial relationship, race, creed, colour, sex, sexual orientation, ethnic or national origin, physical or mental disability (providing the disability does not preclude the Employee carrying out assigned duties to the extent permitted by the Human Rights Act, Nova Scotia), age (except as may be permitted by the Human Rights Act, Nova Scotia), religious or political affiliation or lack of affiliation, place of residence, or Union affiliation or involvement.

ARTICLE 46.00 - SEXUAL HARASSMENT

46.01 The Employer and the Union agree that it is of mutual benefit to support the procedures and recommendations outlined in the Dalhousie University Sexual Harassment Policy hereafter referred to as the Policy. It is recognized that such procedures and recommendations may be modified in accordance with the Policy.

46.02 The Employer and the Union acknowledge that an Employee within the Bargaining Unit alleging or accused of sexual harassment shall continue to have the right to Union representation where consistent with procedures established under the Policy.

46.03 An Employee may make a complaint of sexual harassment through the procedures outlined in the Policy or alternatively, at her/his option, at Step Two of the grievance procedure specified in Article 43.00 – Grievance Procedure of this Agreement, but shall not do so concurrently. In the event that an Employee uses the procedures outlined in the Policy the time limits for filing the same complaint under Article 43.00 shall be extended to a maximum of ten (10) working days from the date on which the Administrative Head of Unit forwards his/her decision on the case in accordance with sections 41 or 43 of the Policy or from the date the Employee withdraws from the procedure, whichever is applicable.

46.04 When authorized in writing by an Employee who is a complainant or respondent in an action being processed in accordance with the Policy, the appropriate Union representative shall be provided with all documented information relative to the case as may be permitted by the operating procedures established by the Policy.

46.05 Nothing in this article shall be construed as restricting the Employer's rights to manage the University including the right to determine and impose appropriate discipline.

ARTICLE 47.00 – PERSONAL HARASSMENT

47.01 The parties agree that they are committed to a working and learning environment that is free from personal harassment and agree that it is of mutual benefit to support the procedures and definitions outlined in the Dalhousie Personal Harassment Policy as may be amended from time to time.

ARTICLE 48.00 – EMPLOYMENT EQUITY

48.01 The Employer agrees that the Union shall have the right to be represented on the

Council on Employment Equity through Affirmative Action.

4**8**.02 The parties recognize the importance of the concept of employment equity.

ARTICLE 4**9**.00 - EMPLOYEE RECORDS

4**9**.01 For the purpose of this article, personnel files shall be those records pertaining to the employment of individual members of the Bargaining Unit as may be maintained by their current Departments and/or Human Resources.

4**9**.02 All information contained in personnel files relating to disciplinary matters or to an Employee's job performance, financial status or health shall be considered confidential and shall not be released without the express written consent of the Employee involved except as required by law or the internal administrative purposes of the Employer.

4**9**.03 A copy of any disciplinary document to be placed in an Employee's personnel file shall be supplied concurrently to the Employee. Such document shall be placed in an Employee's file within ten (10) days of the occurrence of the incident or cause giving rise to the disciplinary action or within ten (10) days of the date of that Employer had knowledge of the incident or cause, or had sufficient information to determine the appropriate disciplinary action.

4**9**.04 An Employee, and/or the NSGEU Employee Relations Officer, Local President, and/or Stewards (upon written request of the Employee), shall have the right to examine, upon appointment and during regular office hours, all documents in her/his personnel file except for confidential references recorded or obtained during the appointment process, which shall be held confidential. On written request to the supervisor concerned an Employee or, upon the written request of the Employee, the E.R.O., Local President and/or Stewards may receive, at her/his own expense, copies of any documents to which s/he has the right of examination.

ARTICLE **50**.00 - PAY PERIODS

50.01 All Employees shall be paid by direct deposit on the twenty-seventh day of each month or, in the event that this is a non-working day, on the working day immediately preceding the twenty-seventh. In December of each year Employees shall be paid prior to Christmas Day but not earlier than December 17th.

50.02 A payroll error in excess of twenty dollars ($20.00) shall be corrected and an appropriate cheque shall be issued or deposit made within two (2) working days of being brought to the attention of Human Resources by the Employee's supervisor.

ARTICLE 5**1**.00 - FUTURE LEGISLATION

5**1**.01 In the event that any laws passed by the Legislature applying to the Employees covered by this Agreement render null and void any provision of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of the Agreement.

ARTICLE 5**2**.00 - REVISION OR WAIVER BY MUTUAL AGREEMENT

5**2**.01 The Employer and the Union agree that any provision in this Agreement except that relating to its duration may be cancelled, waived, or amended by mutual agreement.

ARTICLE 5**3**.00 - COPIES OF AGREEMENT

5**3**.01 The Employer agrees to supply each employee in the Bargaining Unit with a copy of this Agreement as soon as possible after the date of signing and also to supply one to each new employee as soon as is reasonably possible following their appointment. The Employer and the Union will bear the cost of printing equally.

ARTICLE 5**4**.00 - DURATION OF AGREEMENT

5**4**.01 This Agreement shall be in effect for a term beginning July 1, 201**4**, to and including June 30, 201**7**, and shall be renewed thereafter unless either party gives to the other party notice in writing consistent with Section 34 of the Trade Union Act of Nova Scotia, that it desires to amend its provisions.

5**4**.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed or a legal right to strike or lockout accrues, whichever comes first.

DATED at Halifax Regional Municipality, in the Province of Nova Scotia, this __st day of March 2016.

SIGNED

in the presence of

DALHOUSIE

_____
Angela MacMaster

_____
Richard Florizone

_____
Linda Penny

_____
Heather Williamson

_____
Ruth Murray

_____
Bev Hubley

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

_____
Darryl Warren

_____
Joan Jessome

_____
Kevin French

_____
Tina Webber

_____
William Harnett

_____

APPENDIX "A" (Page 1)

BARGAINING UNIT OF NOVA SCOTIA GOVERNMENT

AND GENERAL EMPLOYEES UNION

All non-academic Regular Full-time and Regular Part-time and Term Employees as defined in Article 2.01(k) (Definitions) of Dalhousie University located on its campus at Halifax and other locations including the Capital District Health Authority locations, and the Dalhousie Arts Centre, who perform clerical, technical, non-professional library, and other non-academic duties, who are not covered under any other collective agreement, save and except, (a) All employees in the Advisory Group on Planning and Co-ordination and those persons exercising managerial functions and those persons excluded by other collective agreements;

(b) Persons employed in the following positions associated with the central business office:

Controller

Business Manager

Chief Accountant

Budget Officer

Finance Officer

Internal Auditor

Accountants

Payroll Supervisor

Head Cashier

Accounts Supervisor

Research Grants Officer

(c) Persons employed in the following positions:

President

Vice-Presidents

Assistants to the President and Assistants to the Vice-Presidents

Dean of Student Services, Freshmen, Residences

Deans of Faculty

APPENDIX "A" (Page 2)

Registrar

Assistant and Associate Registrars

Purchasing Agent and Assistant Purchasing Agent

Head Coordinator of the Aquatron

Building Superintendent and/or managers

Bookstore Manager and Assistant Manager

Chaplains

Security Police

Centrex Supervisor

Confidential secretaries in the office of the President,

Vice-Presidents, Assistants to the President and Vice-Presidents

The personal secretaries to each academic Dean

Administrative Officers

Professional Librarians

Directors, Assistant Directors or Heads of the following Schools and Departments:

Admissions

Alumni

Arts Centre

Athletics and Recreational Services

Awards

A/V Graphics

Business Administration

Computing and Information Services

Dental Hygiene

Development

Health Service

Henson College of Public Affairs and Continuing Education

Housing and Conferences

Library and Information Studies

Nursing

APPENDIX "A" (Page 3)

Human Resources

Pharmacy

Physical Plant and Planning

Physiotherapy

Printing Centre

Public Relations

Recreation, Physical and Health Education

Security/Traffic

Social Work

Student Counselling

Summer School

(d) Students and casual or irregularly employed persons;

(e) Post Doctorate Fellows, Research Fellows, Teaching Fellows, Research Associates and Assistants, Instructors, Laboratory Demonstrators, Sport Coaches and Trainers;

(f) Grant-paid employees.

KEY TO

APPENDIX "B"

EFFECTIVE 1 JULY 1991

GROUP A - CLERICAL/SECRETARIAL

JOB CLASSIFICATION	LEVEL
Secretary	C 1
Clerk	C-1
Secretary	C-2
Clerk	C-2
Secretary	C-3
Clerk	C-3
Secretary	C-4
Clerk	C-4
Clerk	C-5
Senior Clerk	C-6
Specialist	C-7
Specialist	C-8

GROUP B - TECHNICAL

JOB CLASSIFICATION	LEVEL
Technical Assistant	T-1
Technical Assistant	T-2
Technical Assistant	T-3
Technical Assistant	T-4
Technician	T-5
Technician	T-6
Technician	T-7
Technician	T-8
Technologist	T-9
Technologist	T-10
Senior Information Technologist	SIT-1
Senior Information Technologist	SIT-2
Senior Information Technologist	SIT-3

GROUP C - LIBRARY

JOB CLASSIFICATION	LEVEL
Library Assistant	LA-1
Library Assistant	LA-2

PAY EQUITY CLASSES

Admin. Secretary 1	AS-1
Admin. Secretary 2	AS-2
Dental Assistant	DA-1
Library Assistant 3	LA-3

FOR EMPLOYEES ON A FOUR STEP SCALE (Hired before August 22nd, 2002)

APPENDIX "B-1"

WAGE RATES
Effective July 1, 2014 – June 30, 2015
Salary increase 2%

	Hourly Rate			
Level	Step 1	Step 2	Step 3	Step 4
	82%	87%	93%	100%
	Clerical and Secretarial			
C1	12.89	13.68	14.62	15.72
C2	14.88	15.79	16.87	18.14
C3	15.46	16.41	17.54	18.86
C4	16.94	17.97	19.21	20.66
C5	21.57	22.88	24.46	26.30
C6	22.82	24.21	25.88	27.83
C7	23.46	24.89	26.61	28.61
C8	24.10	25.57	27.34	29.39
	Techncal			
T1	12.83	13.61	14.55	15.65
T2	14.28	15.15	16.20	17.41
T3	15.66	16.61	17.76	19.09
T4	17.45	18.51	19.79	21.28
T5	18.58	19.71	21.07	22.66
T6	20.42	21.67	23.16	24.90
T7	22.13	23.48	25.10	26.99
T8	26.38	27.99	29.92	32.17
T9	29.73	31.54	33.72	36.25
T10	31.51	33.43	35.74	38.43
	Library			
LA1	16.94	17.97	19.21	20.66
LA2	17.79	18.87	20.17	21.69
	Pay Equity Classes			
AS1	21.57	22.88	24.46	26.30
AS2	22.82	24.21	25.88	27.83
DA1	21.52	22.83	24.40	26.24
LA3	21.59	22.90	24.48	26.33

APPENDIX "B-2"

WAGE RATES
Effective July 1, 2015 – June 30, 2016
Salary increase 1.75%

	Hourly Rate			
Level	Step 1	Step 2	Step 3	Step 4
	82%	87%	93%	100%
C1	13.12	13.92	14.88	16.00
C2	15.14	16.06	17.17	18.46
C3	15.73	16.69	17.84	19.19
C4	17.24	18.29	19.55	21.02
C5	21.95	23.29	24.89	26.76
C6	23.22	24.63	26.33	28.31
C7	23.87	25.33	27.07	29.11
C8	24.52	26.02	27.81	29.91
T1	13.05	13.85	14.81	15.92
T2	14.53	15.42	16.48	17.72
T3	15.93	16.90	18.07	19.43
T4	17.76	18.84	20.14	21.65
T5	18.91	20.06	21.44	23.06
T6	20.78	22.04	23.57	25.34
T7	22.52	23.89	25.54	27.46
T8	26.84	28.48	30.44	32.74
T9	30.25	32.09	34.31	36.89
T10	32.06	34.02	36.36	39.10
SIT1	27.11	28.76	30.75	33.06
SIT2	30.55	32.41	34.65	37.26
SIT3	32.38	34.36	36.73	39.49
LA1	17.24	18.29	19.55	21.02
LA2	18.10	19.20	20.53	22.07
AS1	21.95	23.29	24.89	26.76
AS2	23.22	24.63	26.33	28.31
DA1	21.89	23.23	24.83	26.70
LA3	21.97	23.30	24.91	26.79

APPENDIX "B-3"

WAGE RATES
Effective July 1, 2016 – June 30, 2017
Salary Increase 1.5%

	Hourly Rate			
Level	Step 1	Step 2	Step 3	Step 4
	82%	87%	93%	100%
C1	13.31	14.12	15.10	16.24
C2	15.37	16.30	17.43	18.74
C3	15.97	16.94	18.11	19.48
C4	17.49	18.56	19.84	21.34
C5	22.28	23.63	25.26	27.17
C6	23.57	25.00	26.73	28.74
C7	24.23	25.71	27.48	29.55
C8	24.89	26.41	28.23	30.36
T1	13.25	14.06	15.03	16.16
T2	14.75	15.65	16.73	17.98
T3	16.17	17.15	18.34	19.72
T4	18.02	19.12	20.44	21.98
T5	19.19	20.36	21.76	23.40
T6	21.09	22.38	23.92	25.72
T7	22.86	24.25	25.92	27.87
T8	27.25	28.91	30.90	33.23
T9	30.70	32.57	34.82	37.44
T10	32.54	34.53	36.91	39.69
SIT1	27.79	29.49	31.52	33.89
SIT2	31.32	33.23	35.52	38.19
SIT3	33.20	35.22	37.65	40.48
LA1	17.49	18.56	19.84	21.34
LA2	18.37	19.49	20.84	22.40
AS1	22.28	23.63	25.26	27.17
AS2	23.57	25.00	26.73	28.74
DA1	22.22	23.58	25.20	27.10
LA3	22.29	23.65	25.29	27.19

FOR EMPLOYEES ON A FIVE STEP SCALE (Hired On Or After August 22nd, 2002)

APPENDIX "B-4"

WAGE RATES
Effective July 1, 2014 – June 30, 2015
Salary increase 2%

	Hourly Rate				
Level	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
			82%	91%	100%
		82%	87%	93%	100%
	82%	87%	92%	96%	100%
Clerical and Secretarial					
C1			12.89	14.31	15.72
C2			14.88	16.51	18.14
C3		15.46	16.41	17.54	18.86
C4	16.94	17.97	19.01	19.83	20.66
C5	21.57	22.88	24.20	25.25	26.30
C6	22.82	24.21	25.60	26.71	27.83
C7	23.46	24.89	26.32	27.47	28.61
C8	24.10	25.57	27.04	28.22	29.39
Technical					
T1			12.83	14.24	15.65
T2			14.28	15.85	17.41
T3			15.66	17.37	19.09
T4		17.45	18.51	19.79	21.28
T5	18.58	19.71	20.85	21.75	22.66
T6	20.42	21.67	22.91	23.91	24.90
T7	22.13	23.48	24.83	25.91	26.99
T8	26.38	27.99	29.60	30.89	32.17
T9	29.73	31.54	33.35	34.80	36.25
T10	31.51	33.43	35.35	36.89	38.43
Library					
LA1		16.94	17.97	19.21	20.66
LA2	17.79	18.87	19.96	20.83	21.69
Pay Equity Classes					
AS1	21.57	22.88	24.20	25.25	26.30
AS2	22.82	24.21	25.60	26.71	27.83
DA1	21.52	22.83	24.14	25.19	26.24
LA3	21.59	22.90	24.22	25.27	26.33

APPENDIX "B-5"

WAGE RATES
Effective July 1, 2015 – June 30, 2016
Salary increase 1.75%

	Hourly Rate				
Level	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
			82%	91%	100%
		82%	87%	93%	100%
	82%	87%	92%	96%	100%
Clerical and Secretarial					
C1			13.12	14.56	16.00
C2			15.14	16.80	18.46
C3		15.73	16.69	17.84	19.19
C4	17.24	18.29	19.34	20.18	21.02
C5	21.95	23.29	24.62	25.69	26.76
C6	23.22	24.63	26.05	27.18	28.31
C7	23.87	25.33	26.78	27.95	29.11
C8	24.52	26.02	27.52	28.71	29.91
Technical					
T1			13.05	14.49	15.92
T2			14.53	16.12	17.72
T3			15.93	17.68	19.43
T4		17.76	18.84	20.14	21.65
T5	18.91	20.06	21.21	22.13	23.06
T6	20.78	22.04	23.31	24.33	25.34
T7	22.52	23.89	25.26	26.36	27.46
T8	26.84	28.48	30.12	31.43	32.74
T9	30.25	32.09	33.94	35.41	36.89
T10	32.06	34.02	35.97	37.54	39.10
SIT1	27.11	28.76	30.42	31.74	33.06
SIT2	30.55	32.41	34.28	35.77	37.26
SIT3	32.38	34.36	36.33	37.91	39.49
Library					
LA1		17.24	18.29	19.55	21.02
LA2	18.10	19.20	20.31	21.19	22.07
Pay Equity Classes					
AS1	21.95	23.29	24.62	25.69	26.76
AS2	23.22	24.63	26.05	27.18	28.31
DA1	21.89	23.23	24.56	25.63	26.70
LA3	21.97	23.30	24.64	25.72	26.79

APPENDIX "B-6"

WAGE RATES
Effective July 1, 2016 – June 30, 2017
Salary Increase 1.5%

	Hourly Rate				
Level	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
			82%	91%	100%
		82%	87%	93%	100%
	82%	87%	92%	96%	100%
Clerical and Secretarial					
C1			13.31	14.77	16.24
C2			15.37	17.05	18.74
C3		15.97	16.94	18.11	19.48
C4	17.49	18.56	19.63	20.48	21.34
C5	22.28	23.63	24.99	26.08	27.17
C6	23.57	25.00	26.44	27.59	28.74
C7	24.23	25.71	27.18	28.37	29.55
C8	24.89	26.41	27.93	29.14	30.36
Technical					
T1			13.25	14.70	16.16
T2			14.75	16.37	17.98
T3			16.17	17.94	19.72
T4		18.02	19.12	20.44	21.98
T5	19.19	20.36	21.53	22.47	23.40
T6	21.09	22.38	23.66	24.69	25.72
T7	22.86	24.25	25.64	26.76	27.87
T8	27.25	28.91	30.57	31.90	33.23
T9	30.70	32.57	34.45	35.94	37.44
T10	32.54	34.53	36.51	38.10	39.69
SIT1	27.79	29.49	31.18	32.54	33.89
SIT2	31.32	33.23	35.14	36.67	38.19
SIT3	33.20	35.22	37.25	38.87	40.48
Library					
LA1		17.49	18.56	19.84	21.34
LA2	18.37	19.49	20.61	21.51	22.40
Pay Equity Classes					
AS1	22.28	23.63	24.99	26.08	27.17
AS2	23.57	25.00	26.44	27.59	28.74
DA1	22.22	23.58	24.93	26.01	27.10
LA3	22.29	23.65	25.01	26.10	27.19

APPENDIX "C" (Page 1)
SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN
FOR
Members of Nova Scotia Government and General Employees Union

Purpose

The purpose of the plan is to supplement **EI** benefits in accordance with Article 3**8.04, 38.09 or 38.12**.

Administration

The Employer will administer the plan and, subject to the provisions of the collective agreement and the provisions contained herein, will be the only authority for determining eligibility for benefits under the plan.

Plan Funding

A separate accounting will be maintained on all SUB plan payments. Since no trust fund will be established, the Union members will have no vested interest in such a fund.

APPENDIX "C" (Page 2)

Eligibility

Any Employee in the Bargaining Unit, as defined in the collective agreement, having been employed with the University for a minimum of twelve (12) months, who is granted leave consistent in timing and duration with the Labour Standards Code of Nova Scotia, will be eligible for benefits under the plan in accordance with Articles 3**8**.04, 3**8**.09 or 3**8**.1**2 (**Pregnancy, Parental and Adoption Leaves), provided the employee has registered at and complied with the reporting requirements of the Employment Insurance Commission and the University, and qualifies under the Employment Insurance Act for employment insurance benefits and supplementary benefits as outlined herein.

Benefit

The benefit payable by the Employer under the SUB plan is a weekly amount, which combined with the employment insurance benefit and any other earnings from employment, will equal 95% of the Employee's normal authorized prorated annual salary from service with the University at the commencement of the leave. The Employee will receive as the sum total of SUB payments and any other earnings, a maximum benefit equal to 95% of her normal university salary during the waiting period since employment insurance benefits will not be paid. All amounts paid under the plan will be subject to normal income tax deductions.

Benefit Non-Entitlement

1. Total benefits are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act.

APPENDIX "C" (Page 3)

2. Benefits are not payable if:

(a) the Employee has been dismissed or suspended without pay as per Article 42.00 – Discipline and Discharge of the collective agreement;

(b) the Employee has terminated his/her employment through resignation;

(c) an application is made during a period when the Employee is currently on strike, participating in picketing or concerted work interruptions;

(d) the Employee is on an approved leave of absence without pay;

(e) the Employee is receiving insurance benefits under the University's long term disability plan.

Application for Benefits

A claimant for benefits under this plan must sign an undertaking with the University on a prescribed form (see end of Appendix "C") providing that:

(a) s/he will return to work on the working day immediately following the expiry date of her/his leave, or any authorized extension thereof, and

(b) s/he will remain in the employ of the Employer for at least the same number of weeks as benefits were claimed following her/his return to work, and

(c) should s/he fail to return to work as provided under (a) above the Employer at its option, may require her/him to repay the full amount of Supplementary Unemployment Benefits received during the entire period, and

(d) should s/he leave the Employer's employ before the committed period has elapsed as provided under (b) above the Employer at its option, may require her/his to repay a proportion of such benefits equal to that proportion of the committed period s/he has not worked.

Benefit Adjustment

If the Employer determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the Employer to the employee.

Other Staff Benefits

A Full-time or Regular Part-time Employee shall continue to participate in the group life insurance, long term disability insurance, pension plan and may continue the dental plan, voluntary group term life insurance, voluntary personal accident insurance and major medical plan. The Employee's portion of the applicable premiums and pension contributions would be deducted from the Supplementary Unemployment Benefit payments made by the Employer. Although eligibility for long term disability benefits is maintained, benefit payments will not be made during the term of the leave.

Interpretation/Grievances

No question involving the interpretation or application of the Employment Insurance Commission portion of the benefit will be subject to the formal grievance procedure provided for in the collective agreement between the Employer and the Union acting as bargaining agent for the employees covered by the plan.

* * * * * * * * * *

SUPPLEMENTARY UNEMPLOYMENT BENEFITS CLAIM/UNDERTAKING
(per collective agreement Dalhousie University/Nova Scotia Government and General Employees Union)

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

FROM: (Claimant) [Please print or type]

This will advise you that I am eligible for Pregnancy, Parental or Adoption leave and Supplementary Unemployment Benefits as specified in Article 3**8**.00 - Pregnancy, Parental and Adoption Leaves. and Appendix "C" of the above-noted collective agreement and hereby claim such leave and benefits for the period , to , inclusive.

In consideration of the foregoing I hereby undertake:

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

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

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

Claimant's signature Department Head's signature

Date of Claim Date of Approval

(Please attach original approved copy of this form to appropriate Payroll Change Form.)

APPENDIX "D"

GRIEVANCE FORM

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Print or Type	Date:
Name:	Address:
Department:	Division:
Location:	Classification:
Length of Service:	Length of Service: at Present Job
Supervisor:	Employee Relations Officer:

Contract Violation(s):

Summary of Issue(s):

Redress:

Signature of Steward Signature of Grievor(s)

Distribution: Original - To Supervisor

Copies to: NSGEU, Grievor, Chief Steward, Steward

MEMORANDUM OF AGREEMENT

BETWEEN:

DALHOUSIE UNIVERSITY ("Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

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

FOR THE EMPLOYER: FOR THE UNION:

_____ _____

_____ _____

Date: March ___, 2016.

MEMORANDUM OF AGREEMENT

BETWEEN:

DALHOUSIE UNIVERSITY ("Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

The above named Parties agree as follows:

Notwithstanding the fact that Regular Part-time Employees accumulate seniority on a pro rata basis, effective February 3, 1999, Regular Part-time Employees shall retain the seniority they earned prior to February 3, 1999 and shall continue to accumulate seniority on the same basis as other Regular Part-time Employees thereafter.

FOR THE EMPLOYER	FOR THE UNION
_____	_____
_____	_____

Date: March ___, 2016.

MEMORANDUM OF AGREEMENT

BETWEEN:

DALHOUSIE UNIVERSITY ("Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

RE: Service Awards/Former TUNS Employees

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

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

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

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

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

FOR THE EMPLOYER FOR THE UNION

_____ _____

_____ _____

Date: March ___, 2016.

MEMORANDUM OF AGREEMENT

BETWEEN:

DALHOUSIE UNIVERSITY ("Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

RE: Pension Plan

Whereas:

A. The Government of Nova Scotia has granted permanent solvency relief to University Pension Plans, and

B. The Parties appreciate that this will result in welcome relief from onerous solvency payments, this privilege carries an added obligation on the Parties to act responsibly to explore opportunities to improve upon the Dalhousie University Staff Pension Plan ('Plan').

Therefore:

1. The Parties will meet at a Joint Committee to investigate improvements to the governance and structure of the Dalhousie University Staff Pension Plan ('Plan'). NSGEU Local 77 shall be entitled to have up to three (3) representatives on this committee.

   The parties acknowledge that DFA, NSGEU Local 99, DPMG, and Retirees have agreed to participate in this committee.

2. The Joint Committee shall consider the current Plan governance model and shall prepare a report making recommendations on the future of the following governance features:

   a. The Pension Advisory Committee ('PAC')
   b. Sub-PAC, the subcommittee of PAC
   c. The Trustees of the Retirees Trust Fund ('RTF')
   d. The Trustees of the Pension Trust Fund ('PTF')
   e. Selection of Actuary, and

f. Any other governance feature of interest to either Party

3. The Joint Committee shall consider the following aspects of the current Plan and shall prepare a report making recommendations on the future of the following features:

   a. Rule 17 Termination Benefits ('SOCC')
   b. Rule 13A Past Service Contributions (one and two times contributions)
   c. Rule 9(a) Transfer of Assets to the Retirees Trust Fund
   d. Rule 1(r) Definition of Interest (3 year rolling average), and
   e. Any other feature of any interest to either Party

4. The report of the Joint–Committee, addressing at least those Plan features that are identified in this MOA, shall be submitted to the Parties and PAC within 12 months of the date that this Collective Agreement is signed. The report may contain recommendations to PAC for changes to the Plan.

FOR THE EMPLOYER	FOR THE UNION
_____	_____
_____	_____

Date: March ___, 2016.

.

MEMORANDUM OF AGREEMENT

BETWEEN:

DALHOUSIE UNIVERSITY ("Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

The above named Parties agree as follows:

Notwithstanding Article 5**3** – Copies of the Agreement of the collective agreement, all negotiated changes to the agreement shall be effective on the date of ratification by both parties, **September 2, 2015**, with the exception of wage rates (for regular hours worked, including overtime) for Employees who were in the employ of the University on , **September 2, 2015**, Employees who retired between July 1, 201**4** and **September 2, 2015**, and Employees who terminated between July 01, 201**4** and, **September 2, 2015** who have provided current and sufficient banking information to the Employer (provided they do not owe the University money).

FOR THE EMPLOYER

FOR THE UNION

_____ _____

_____ _____

Date: March ___, 2016.

Memorandum of Agreement

Between:

DALHOUSIE UNIVERISTY ("Employer")

- and –

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

For the duration of this Collective Agreement, Employees who are members of Local 77 (other than members who are covered by the MOA between the parties Re: Merger of Former Nova Scotia Agricultural College (NSAC) with Dalhousie University pursuant to the Dalhousie University – Nova Scotia Agricultural College Merger Act) may, by mutual agreement, have their regular hours of work increased to thirty-five (35) per week as follows:

(1) **If there is an operational need to have a thirty-five (35) regular hours per week position in a given classification in a unit, the Department Head (or designate) will provide the rationale to Human Resources before proceeding with making offers in writing to employees who perform similar work in the unit where the need exists. Human Resources will advise the Union three (3) working days before offers are made to employees and provide the union with the rationale, the classifications and names of the employees. At the end of this process, the Employer will advise the Union of the outcome.**

(2) **If no employees in the classification, who perform similar work, are agreeable to increasing their hours of work to thirty-five, the employer may post the position as a thirty-five regular hours per week position provided there is a vacancy within six (6) months.**

(3) **Where there is only one applicable position in a unit where such need exists, the Employee and their Department Head (or designate) may mutually agree to a thirty-five hour regular work week on a mutually agreed date. The**

process outlined in (1) above will be followed before an offer is made to an employee.

(4) If more than one employee in the classification, who performs similar work, is agreeable to increasing their hours of work, the employee with the most seniority will have their hours of work increased at a mutually agreed date between the employee and the department.

(5) Overtime and provision for time off will be amended to reflect a thirty-five hour regular work week.

(6) An ad hoc committee will be struck with two representatives of each party to review the increased hours of work arrangements. The ad hoc committee shall render any recommendations to the Employer and the Union.

FOR THE EMPLOYER	FOR THE UNION
_____	_____
_____	_____

Date: March ___, 2016.

Memorandum of Agreement

Between:

DALHOUSIE UNIVERISTY ("Employer")

- and –

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")
Re: Diversity and Inclusion

The Union and Employer shall strike a committee of two union representatives and two employer representatives to discuss challenges and opportunities related to diversity and inclusion. Every effort will be made to ensure one of the committee members from each party will be a racially visible person, an aboriginal person, a person with a disability, or a member of an underrepresented group.

This committee shall not make decisions, but shall report any recommendations back to the parties.

Memorandum of Agreement

Between:

DALHOUSIE UNIVERISTY ("Employer")

- and –

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

The parties mutually agree to a trial period, for the duration of this agreement, as follows:

1) **Employees who have been given notice of layoff shall remain on the re-employment list for an additional six (6) months beyond the time outlined in Article 11.06 (Lay-off, Redeployment, Recall and Severance Pay).**

2) **Such employees will be given primary consideration by seniority for any position they are qualified to fill at the same classification or lower (i.e. in the Employer's assessment s/he has the requisite skill, aptitude, and ability to perform the basic duties of the job in a satisfactory manner). If such an employee accepts a position in a lower classification, they shall be paid on the scale for that classification, at the step that is closest to their current salary.**

3) **If the employee declines to be considered for a position at a lower classification, they shall remain on the list as outlined above. However, if they agreed to be considered and are offered and decline a position, they will be removed from the list.**

4) **The references to 12 months in Articles 10.03 (c) and 10.04 (d) concerning seniority will be extended by the additional six (6) months of re-employment.**

5) **One member representing the University and one member representing the Union will meet during this trial period to discuss and assess the implementation of this practice.**

Index of Agriculture Campus Merger Agreement:

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Section 1 – Service and Seniority
Section 2 – Lay Off and Severance Payment
Section 3 – Temporary or Term Employees
a **– Grandparented Temporary Employees**
b **– Grandparented Term Employees**
Section 4 – Recurring Seasonal Employees
Section 5 – Research Employees
Section 6 – Insured Employee Benefits and Health Spending Account
6.01
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6.03
Section 7 – Pension Plan
7.01
7.02
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8.02 – Overtime Compensation
Section 9 – Sick Leave
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11.01 – Vacation entitlement
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Section 14 – Job Evaluation Appeal Process
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Section 16 - Retroactivity

MEMORANDUM OF AGREEMENT ("MOA")

BETWEEN:

DALHOUSIE UNIVERSITY ("Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION ("Union")

RE: Merger of Former Nova Scotia Agricultural College (NSAC) with Dalhousie University pursuant to the *Dalhousie University – Nova Scotia Agricultural College Merger Act*

WHEREAS the former Nova Scotia Agricultural College merged with Dalhousie University effective September 1, 2012; and

WHEREAS the Employer and the Union entered into merger discussions with the goal of merging certain employees at the former NSAC covered by the terms of the Civil Service Master Agreement (NSGEU Local 92) into the NSGEU Local 77 and NSGEU Local 99 bargaining units at Dalhousie University;

BE IT RESOLVED, the following document forms a tentative agreement outlining terms and conditions of employment for the Local 92 employees merging into Local 77, subject to Ratification by the Union and by the Employer.

Effective on the date of Ratification by both parties to this tentative agreement (June 5, 2015), the provisions of the NSGEU Local 77 collective agreement shall apply to Agricultural Campus employees who are merged into the NSGEU Local 77 bargaining unit except to the extent specifically modified within this Memorandum of Agreement.

DEFINITIONS

"Local 77" means NSGEU Local 77, the Administrative and Technical Support bargaining unit at Dalhousie University

"Local 92" means NSGEU Local 92, the Clerical and Related bargaining unit, Technical and Service bargaining unit, Professional bargaining unit, and employees covered by the Research Classification and Pay Plan – RE (Appendix 1) at the Dalhousie University Agricultural Campus.

"Agricultural Campus" means the former Nova Scotia Agricultural College which merged with Dalhousie University effective September 1, 2012 to become the Agricultural Campus of Dalhousie University.

"Civil Service Master Agreement" means, for the purposes of this MOA, the Civil Service Master Agreement with the term of April 1, 2010 to March 31, 2012.

"Employee" means an employee at the Agricultural Campus of Dalhousie University who was a member of NSGEU Local 92 as of Ratification by both parties and who became a member of the Local 77 bargaining unit.

"Designated Employee" means a person defined as such under the D*alhousie University - Nova Scotia Agricultural College Merger Act* who:

(i) was an employee in the public service of the Province working at or providing services to the Department of Agriculture immediately before the coming into force of this Act,

(ii) was appointed in accordance with the Civil Service Act, and

(iii) is designated by the Minister to become an employee of the merged university.

Grandparented Temporary Employee means an Employee hired up to Ratification who is employed for more than ten (10) continuous weeks but less than thirty-nine (39) continuous weeks (nine (9) months). Section 3 of this MOA shall apply to Grandparented Temporary Employees. Temporary employees hired after Ratification are not in the Local 77 bargaining unit.

Grandparented Term Employee means an Employee hired up to Ratification who is employed in an assignment of work that is anticipated to be or turns out to be at least thirty-nine (39) weeks but not more than one-hundred and four (104) weeks (two (2) years). Section 3 of this MOA

shall apply to Grandparented Term Employees. Term employees hired after Ratification will be covered by the provisions of the Local 77 collective agreement and are not covered by this MOA.

"Recurring Seasonal Employee" means an employee who works on a seasonal basis at the Agricultural Campus of Dalhousie University for sixteen (16) weeks or more but less than fifty-two (52) weeks in a year with an anticipated resumption of employment in a subsequent season to the same position. There is no guarantee of the duration or timing of the appointment upon resumption in a subsequent season. Section 4 of this Memorandum of Agreement shall apply to Recurring Seasonal Employees.

"Research Employees (RE)" means all externally funded research and development employees at the Faculty of Agriculture of Dalhousie University who have been appointed as a Research Assistant, Research Associate or Senior Research Associate (RE 1 – 4) with a Research Classification and Pay Plan, Appendix 1 of this MOA who will be in the NSGEU Local 77 bargaining unit.

"Ratification" shall mean date of Ratification of this MOA by both parties, (June 5, 2015).

SECTION 1 – SERVICE AND SENIORITY

Employees hired before Ratification by both parties will maintain their service and seniority accrued to that date. Such accrued service to Ratification shall be in accordance with Article 1.02 of the Civil Service Master Agreement. Service and seniority on or after Ratification shall accrue in accordance with the terms of the Local 77 collective agreement. Service that Designated Employees accumulated while in the Civil Service will remain with the employee even if they resign or retire from the University and return to the Agricultural Campus at a later date.

SECTION 2 – LAY-OFF AND SEVERANCE PAYMENT

The following lay-off notice and severance pay shall be applicable to Employees hired before Ratification:

(a) Notice of layoff shall be in accordance Article 37.14 of the Civil Service Master Agreement.

(b) At the end of the redeployment period in the Local 77 Agreement, or at any earlier time as an employee in receipt of notice of layoff wishes to terminate employment and waive redeployment rights, the employee shall, be granted severance pay equal to four (4) weeks for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of four (4) weeks pay. Where there is a partial year of service, the severance payment will be prorated on the basis of number of months of service.

SECTION 3 - TEMPORARY OR TERM EMPLOYEES

(a) **Grandparented Temporary Employees**: The following benefits shall continue to apply to Grandparented Temporary Employees:

- Employees shall receive 11% pay in lieu of benefits.
- Family illness leave (Section 10.01) will continue to accumulate at a rate of one (1) day for every ten (10) completed weeks of service.
- Bereavement leave (Article 37.02).
- Leave for Medical and Dental Appointment will continue to accumulate at one (1) day for each three (3) completed months of service to a maximum of two (2) days.
- Sick leave will continue to accumulate at one (1) day for each completed month of service.
- Hours of Work and Overtime (Section 8)
- Shift Premium (Article 32 – Shift Work)
- Weekend Premium (Article 33 – Weekend Premium)
- Service and Seniority (Section 1)
- Wage Increase and Lump Sum Payments (Section 13)

A Grandparented Temporary Employee's employment may be terminated upon ten (10) working days notice.

A Grandparented Temporary Employee who becomes a regular or recurring sessional employee under the Local 77 collective agreement shall serve the probationary period in accordance with the Local 77 collective agreement. Specifically, Article 15 – Probationary Employees and Articles 17.01 and 17.02 - Temporary Employees shall apply to the Employee.

(b) **Grandparented Term Employees**: Grandparented Term Employees shall continue to be covered by Sections of this MOA except for Section 2. In accordance with Article 16 – Term Positions of the Local 77 Collective Agreement a Grandparented Term Employee shall become a Regular Employee if their term appointment exceeds two (2) years provided the Employee has already served their probationary period.

A Grandparented Term Employee's employment may be terminated upon fifteen (15) working days notice.

SECTION 4 – RECURRING SEASONAL EMPLOYEES

(a) Unless specifically expressed otherwise in this MOA, during the periods they are actively employed, Recurring Seasonal Employees are entitled to benefits of the collective agreement on a prorated basis. During their periods of active employment Recurring Seasonal Employees shall participate in pension and group benefit plans on the same basis as Regular Employees, subject to the terms of such plans.

(b) Benefit coverage during non-working periods may be continued, at the Employee's option, subject to the qualifying conditions of individual plans and to prepayment of the full joint premium by the Employee. Such prepayment may be in the form of monthly post-dated cheques.

(c) Probationary Period – The probationary period for Recurring Seasonal Employee will be twenty six (26) weeks of active employment and excludes sick leave and other leaves of absence if they total more than 8 working days. The probationary period may span more than one season of employment.

(d) During the periods they are actively employed seasonal employees are entitled to paid holidays on the same basis as regular employees.

(e) Vacation, Sick Leave, Family Illness Leave, and Leave for Medical and Dental appointments will be prorated based on service.

(f) There shall be no entitlement to sick leave or other paid leaves during non-working periods.

(g) There shall be no top up (SUB Plan payments – Appendix C of the Local 77 collective agreement) during pregnancy or parental during non-working periods.

(h) Seasonal Layoff and Recall

(i) Effective the date of the layoff, the Recurring Seasonal Employee shall be placed on the recurring seasonal recall list for one (1) year.

(ii) When Recurring Seasonal Employees are recalled, the Employer will indicate the expected date of seasonal layoff. The Employer will advise the employee at the time of recall, both the level of benefits applicable to the employee and the cost share based on the expected date of seasonal layoff. If the date of layoff is changed to an earlier or later date than the date originally indicated, the Employer will give a revised notice to the employee at least ten (10) working days prior to the effective date of layoff.

(iii) Subject to operational requirements, Seasonal Employees will be recalled to the position in the same department they held the previous year without regard to the job posting provisions.

(iv) If a position has been eliminated, the Employer and the Union will consult to determine whether other available vacant seasonal or temporary positions may be available for the affected Recurring Seasonal Employee. Where candidates are of

equal merit, selection for a vacancy in a Seasonal or Temporary position will be determined by seniority.

(i) In the event of layoff, due to reasons other than a seasonal layoff, including technological change, shortage of work or funds, discontinuance of a function or reorganization of a function, Recurring Seasonal Employees with eighteen (18) months of service shall be eligible for and subject to Article 11 – Layoff, Redeployment, Recall and Severance Pay of the Local 77 collective agreement but shall not be eligible for salary payments during specified non-working periods.

SECTION 5 - RESEARCH EMPLOYEES (RE)

(a) Research Employees appointed to term positions, of more than three (3) year's expected duration shall be considered Regular Employees and shall be covered by all the terms of the Local 77 collective agreement, except as modified by this MOA.

(b) Section 2 of this MOA and Article 11 - Layoff, Redeployment, Recall and Severance Pay of the Local 77 collective agreement shall not apply to Research Employees.

(c) Research Employees shall receive notice of their final date of employment in their letter of offer of employment. Such notice may be amended in a subsequent letter extending their employment**.**

(d) If a Research Employee has become a Regular Employee and her/his position is eliminated before the anticipated final date of employment as outlined in the letter of offer of employment, or extension letter, s/he shall receive a minimum of forty (40) working days' notice in writing of lay-off. Other Research Employees shall receive ten (10) working days in such circumstances. Employees may receive working notice (including on re-assignment to another grant or position), or pay in lieu of notice.

(e) There shall be no displacement of other employees at the termination of a Research Employee's contract.

(f) Recall - A Research Employee who becomes a Regular Employee will be placed on the Recall list the day after their last day of employment for a period of twelve (12) months. The Research Employee shall be given priority consideration, before positions are posted in accordance with Article 26 – Job Posting of the Local 77 Agreement, by seniority for vacancies at the same classification level in which the person was employed or one classification level lower. Priority consideration shall mean that the Employee shall be considered first to determine whether, in the Employer's assessment, s/he has the requisite skill, aptitude and ability to perform the basic duties of the job in a satisfactory manner. If recalled to a lower classification the employee shall be paid on the scale for that classification at the step which is closest to their hourly rate.

(g) The following applies to Research Employees hired before Ratification whose appointment comes to an end in accordance with (c) or (d) above:

Severance – A Research Employee who becomes a Regular Employee may opt for severance unless an offer of alternative employment at the same or higher classification has been made or is pending. The Research Employee must advise the Employer of their option for severance within ten (10) working days from their last day of employment. An Employee opting for severance will be removed from the Recall list. For employees with at least three (3) years seniority, severance pay shall be two (2) weeks pay. For employees with at least ten (10) years seniority, severance pay shall be one (1) week of pay for every one (1) year of full-time or prorated equivalent paid service since date of last hire by the Employer.

(h) Article 23.08 – Insured Employee Benefits of the Local 77 collective agreement, Health Spending Account(HSA), shall apply only to Research Employees hired before Ratification.

(i) The Union and Employer agree to establish a committee with equal representation from both parties to discuss and determine terms and conditions of employment for Research Employees. Any recommendations of the committee shall be provided to the Union and the Employer.

SECTION 6 – INSURED EMPLOYEE BENEFITS AND HEALTH SPENDING ACCOUNT

6.01 Effective July 1, 2015 the Employer agrees to provide the integrated insured benefits plans and premium structure referred to in Article 23 – Insured Employee Benefits of the Local 77 collective agreement.

However, any Employees who are on long term disability (LTD) as of Ratification will remain in the Nova Scotia Public Service Long Term Disability Plan and benefit plans until their coverage is terminated under such plan. These Employees will retain their rights to placement and severance as provided in such plan. Subsequent to any successful return to work these employees will be covered by the Dalhousie LTD plan in accordance with the terms of such plan.

6.02 The Health Spending Account (HSA) in accordance with Article 23.08 – Insured Employee Benefits of the Local 77 collective agreement will be made available for eligible bargaining unit members effective July 1, 2015.

6.03 The Employer agrees to grandparent the coverage of Employees hired up to Ratification who are prescribed Tier 2 drugs for one (1) year from the transfer date as per Section 6.01. All new prescriptions will be reimbursed based on the corresponding drug tier.

SECTION 7 – PENSION PLAN

7.01 Employees hired prior to June 5, 2015 who participated in the Public Service Superannuation Plan (PSSP) pursuant to Article 35 – Pension, of the Civil Service Master Agreement, will remain in the PSSP subject to the plan's eligibility requirements.

SECTION 8 – HOURS OF WORK AND OVERTIME

Hours of Work

8.01 (a) An Employee whose regular work week is 35 hours per week as of Ratification

will continue to have a regular 35 hour work week unless there is mutual agreement between the employee and the department head (or designate) to decrease to 32.5 hours per week. The union shall be notified twenty (20) working days in advance of such a change in the regular hours of work. This does not affect the Employer's right to decrease hours of work in accordance with other terms of the Local 77 collective agreement.

(b) Employees working a modified work week arrangement as of Ratification will continue to work the modified work week unless it is not operationally feasible to continue. Any change in hours of work schedule will be in accordance with the terms of the Local 77 collective agreement.

Overtime Compensation

8.02 Overtime for employees who are red-circled will be calculated using their April 1, 2012 red circled hourly rate of pay.

SECTION 9– SICK LEAVE

The following shall apply to Employees hired before Ratification.

Sick Leave Transition

9.01 (a) For Employees with less than one year of service, sick leave will be paid at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence.

(b) For Employees with one year or more years of service, Employees will be credited with 125 days of eligibility for sick leave at 100% of normal salary under the terms of the Local 77 collective agreement.

Employees on Civil Service Short Term Illness

9.02 Any Employee who is on short term illness in accordance with the Civil Service Master Agreement as of Ratification will continue on the Civil Service Master Agreement short

term illness and LTD if applicable, until they are no longer on an approved leave.

Sick Leave Banks

9.03 Employees with credits from the accumulated sick leave bank (pre April 30, 1985 - 6 employees as per letter from Union) will be able to top-up long term disability benefits up to 100% of normal salary. For each day topped up the employee's accumulated sick leave days shall be reduced by one full day.

SECTION 10 – LEAVES OF ABSENCE

Family Illness Leave (Employees hired before Ratification)

10.01 (a) In the case of illness of an Employee's parent, spouse, child, or any other relative of the Employee who permanently resides with the Employee, the Employee may be granted leave with pay for up to five (5) days per calendar year for the purpose of caring for such family member(s) provided such family member(s) requires care and no one other than the Employee can provide such care. The Employer may require proof of the need for such leave as they consider necessary. Such time will be deducted from the employee's sick leave.

(b) In the case of preventative medical and dental care for an Employee's parent, spouse, child, or any other relative of the Employee who permanently resides with the Employee, the Employee may be granted, after notifying his/her department head or designate, approval to access family illness leave. The department head may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

Leave for Ongoing Treatments (Employees hired before Ratification)

10.02 While employees are to make every reasonable effort to schedule medical/dental treatments outside working hours (subject to the entitlement outlined above), Employees who are participating in a scheduled ongoing series of medical treatments or therapy, when required further to medical certification from a qualified medical practioner verifying that such treatments are necessary in order for the employee to continue to

work, may use sick leave for such purpose. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed 30 calendar days.

Pregnancy and Parental Leaves

10.03 (a) Employees hired before Ratification by both parties who commence Pregnancy Leave or Parental Leave as prescribed by the Labour Standards Code of Nova Scotia, shall continue to accrue and accumulate service and seniority by the duration of her/his leave provided there is no additional cost to the employer during the leave period. For example, Employees do not accumulate vacation during such leaves.

(b) Any employee who is on pregnancy and/or parental leave before Ratification will continue the existing cost-share arrangement with the employer of insured benefit premiums and pension contributions for the duration of their leave.

SECTION 11 - VACATION

Vacation Entitlement

11.01 (a) All Employees hired before Ratification shall continue to accrue and use vacation in accordance with the Civil Service Master Agreement up to May 31, 2015. Thereafter, they will accumulate vacation in accordance with section 11.01 (d) below. However, they will continue to take vacation in the year it is earned.

(b) All employees hired on or after Ratification or June 1, 2015, whichever is earlier, will be covered by Article 40 – Annual Vacation of the Local 77 collective agreement.

(c) Effective June 1, 2015, Employees will receive 3 days off (designated by the President of the University), without loss of pay (based on a regular work day as outlined in the collective agreement) between Boxing Day and New Year's Day, or days off in lieu at a later date in accordance with Article 28.10 – Hours of Work of the NSGEU Local 77 collective agreement. This entitlement is inclusive of the days off referenced in Article 28.10. For part-time Employees, such entitlement shall be prorated.

(d) The merged entitlement, effective June 1, 2015, inclusive of the 3 days off under section 11.01 (c) above, will be as follows:

(i) Article 40.19 of the Local 77 collective agreement – Less than one (1) year – maximum of 15 days plus 3 days as outlined above

(ii) Article 40.20 (a) of the Local 77 collective agreement – After 1 year – 15 vacation days plus 3 days as outlined above

(iii) Article 40.20 (b) of the Local 77 collective agreement – Year in which 9th anniversary falls – 20 vacation days plus 3 days as outlined above.

(iv) Article 40.20 (c) of the Local 77 collective agreement – Year in which 19th anniversary falls – 25 vacation days plus 3 days as outlined above

(v) Article 40.20 (d) of the Local 77 collective agreement – Year in which 24th anniversary falls – 27 vacation days plus 3 days as outlined above

(the entitlement to an additional week of vacation under sub-sections (iii), (iv) and to the two additional days under sub-section (v) above is based on the practice of taking vacation in the year it is earned at the Agricultural Campus)

(e) Employees whose vacation entitlement exceeds the above, as of Ratification, shall retain the number of vacation days they are currently entitled to (inclusive of the 3 days off) until their entitlement under the formula above meets or exceeds their current entitlement**.**

(f) For the period April 1, 2015 to May 31, 2015 (2 months), Local 92 employees will receive a prorated vacation entitlement amount under the terms of the Civil Service Master Agreement. Effective June 1, 2015, employees will accrue and use vacation as outlined in sub section 11.01(d) above with the standard vacation year of June 1 to May 31.

Vacation Carry Over (Designated Employees Only)

11.02 (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Department Head or designate, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the employee to the Department Head or designate not later than March 31st of the year in which the vacation is earned, provided however that the Department Head or designate may accept a shorter period of notice of the request. The Department Head or designate shall respond in writing within one (1) calendar month of receiving an employee's request.

(b) An employee who is unable to take vacation within the vacation year due to illness or injury leave or pregnancy/parental/adoption leave shall be entitled to carry over this unused vacation to the subsequent year.

Vacation Carry Over (Other than Designated Employees)

11.03 Employees at the Agricultural Campus who take vacation in the year it is earned may carry over ten (10) days.

Accumulative Vacation Carry Over (Designated Employees Only)

11.04 (a) An employee may be granted permission to carry over five (5) days of vacation leave each year to a maximum of twenty (20) days if, in the opinion of the Department Head or designate, it will not interfere with the efficient operation of the Department.

(b) The scheduling of any vacation carry over accumulated pursuant to 11.03(a) is subject to authorization and scheduling in accordance with Article 40 – Annual Vacation of the Local 77 Agreement.

Illness During Vacation

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

SECTION 12 - PUBLIC SERVICE AWARD (DESIGNATED EMPLOYEES ONLY)

Public Service Award

12.01 (a) An employee who ceases to be employed either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a prorated payment for a partial year of service.

(b) The amount of Public Service Award shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

Entitlement

12.02 (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total service as defined in Section 1 of this MOA - Service and Seniority and Article 10 – Seniority of the Local 77 collective agreement - Seniority.

(b) In addition to the months of service upon which an employee's Public Service Award is calculated, the months of prior war service purchased by an employee in accordance with the amendment of section 11 of the *Public Service Superannuation Act* shall be included as months of service for the purpose of the Public Service Award entitlement calculation.

(c) An employee who resigns with severance is not entitled to a Public Service Award.

Death Prior to Retirement

12.03 Where an employee dies and he/she would have been entitled to receive a Public Service Award if he/she had retired from the Employer immediately before his/her death, the Public Service Award to which he/she would have been entitled shall be paid:

(a) to his/her beneficiary under the Group Life Insurance Policy, or

(b) to his/her estate if there is no such beneficiary.

Calculation of Award

12.04 The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Section shall be the salary which the employee was receiving on the date of the termination of his/her employment or the salary used in the calculation of a pension under the *Public Service Superannuation Act*, whichever is greater.

SECTION 13 – WAGE INCREASES AND LUMP SUM PAYMENTS

The following economic increases shall apply:

Effective April 1, 2012

2% increase applied to all April 1, 2011 Civil Service Master Agreement Pay Plans applicable to Employees.

Effective July 1, 2013

(a) The Grandparented Agricultural Campus Salary Scales (Appendix 2 of this MOA) and the Research Employees (RE) Salary Scales (Appendix 1 of this MOA), will be included in the Local 77 Collective Agreement.

(b) Place employees, other than those on the Grandparented Agricultural Campus Salary Scales and RE Salary Scales, based on the classification under the Job Evaluation Program applicable to Local 77 members, on the wage rates as outlined in Appendix "B-10" of the 2011-2014 Local 77 collective agreement.

(c) Employees who receive an increase of less than 1.75% on their hourly rate when moved to the Local 77 wage scales effective July 1, 2013, will receive the difference between 1.75% and such increase in a one-time lump sum payment (prorated for Employees who have left the employ of the University).

(d) Employees whose hourly rate of pay is greater than the hourly rate of pay of the Local 77 pay scale in Schedule "B-10" of the 2011-2014 Local 77 Agreement, will be "red-circled", that is, the hourly rate will be maintained without increases until such time as the hourly rate of pay for the Local 77 classification equals or exceeds the Employee's hourly rate of pay. An Employee who is red circled will receive annual lump sum payments as follows (prorated for Employees who have left the employ of the University):

(i) On July 1, 2013, a lump sum payment equivalent to 1.75% of their regular annual salary;

(ii) An employee who remains red circled on June 30, 2014 will receive a monthly lump sum payment equal to the annual negotiated economic increase applied to his/her new classification on July 1, 2014, July 1, 2015, and July 1, 2016. Such lump sum payments shall cease when the employee's salary no longer exceeds the salary for their classification on the Local 77 scale after the application of an economic increase.

(iii) Employees who will remain red circled after June 30, 2017 (names to be listed by agreement) will be compensated for their future loss of salary by paying them lump sum payments monthly on July 1, 2017, July 1, 2018, and July 1, 2019 based on the following formula:

If on July 1, 2017, an employee's red circled annual salary is more than the top step of the Local 77 annual salary by an amount in the following ranges, the employee shall receive the corresponding lump sum payment (prorated to a monthly rate) effective July 1, 2017.

Range	Lump Sum Payment
Up to $1,000	$500
More than $1,000 up to $2,000	$1,000
More than $2,000 up to $5,000	$2,000
More than $5,000 up to $10,000	$3,000
More than $10,000	$4,000

This formula shall apply on July 1, 2018 and July 1, 2019.

(iv) All lump sum payments shall be pensionable income subject to the terms of the applicable pension plan.

SECTION 14 – JOB EVALUATION APPEAL PROCESS

(a) An employee covered by Section 13 (b) above, who disputes their classification may appeal through normal appeal procedures outlined in Job Evaluation Articles 27.09 – 27.11 of the Local 77 Agreement upon receipt of a letter from the Employer advising them of their Local 77 job evaluation result. Within ten (10) working days of the conclusion of the Local 77 appeal process, if such employee continues to dispute their classification, they may appeal to an adjudicator as agreed upon between the Union and Employer. The appeal to an adjudicator shall be made in writing to the Manager of the Compensation Unit. The parties agree to Dane Percy as adjudicator and Bruce McCharles as alternate, subject to their agreement to accept such an appointment.

(b) The adjudicator is authorized to evaluate the position under appeal under the Local 77 Job Evaluation Program and classify them under the Local 77 collective agreement or place them on the Grandparented Agricultural Campus Salary Scales. A union representative and job analyst will attend the appeal meeting. The role of the union representative and the job analyst is to bring forward information relevant to the incumbent's position, or other positions s/he feels are relevant, for the adjudicator's consideration, and which will aid the adjudicator in his assessment of the factors of the Local 77 Job Evaluation Program or placement on the Grandparented Agricultural Campus Salary Scales. The adjudicator shall have access to the information used by the job analyst and the job evaluation committee in order to render his/her final and binding decision. The incumbent and supervisor may attend the appeal meeting. The Union and Employer shall share equally the cost of the adjudicator and meeting space. The adjudicator's authority ends with appeals pursuant to this Section.

(c) If the appeal process results in a change in classification and resulting increase in the in the hourly rate of pay for the employee, it shall be effective from July 1, 2013.

SECTION 15 – EXCLUSIONS AND BARGAINING UNIT DETERMINATION

As agreed upon in a separate letter by the Parties, the placement of Employees in either Local 77 or Local 99 and agreed exclusions from the bargaining unit shall be confirmed.

SECTION 16 – RETROACTIVITY

Retroactivity will be applicable to wage increases (including overtime as provided in the Civil Service Master Agreement for September 1, 2012 to June 30, 2014 and as provided in the NSGEU Local 77 collective agreement thereafter) from the effective dates outlined herein.

All other terms become effective on Ratification unless specified otherwise in this MOA.

Employees who have left their employment with the Employer between April 1, 2012 and Ratification shall be entitled to retroactivity to their last day worked on any applicable wage increase or lump sum payment. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.

Dated at on 2016.

Signed by:

The Union

The Employer

APPENDIX 1-A

WAGE RATES
Effective July 1, 2013
Salary Increase 1.75%

	Hourly Rate		
Level	**Step 1**	**Step 2**	**Step 3**
Research Classification for Former RE Pay Plan			
RE 1	$18.73	$19.67	$20.65
RE 2	$21.41	$22.48	$23.60
RE 3	$24.08	$25.29	$26.55
RE 4	$26.76	$28.09	$29.50

APPENDIX 1-B

WAGE RATES
Effective July 1, 2014
Salary Increase 2%

	Hourly Rate		
Level	**Step 1**	**Step 2**	**Step 3**
Research Classification for Former RE Pay Plan			
RE 1	$19.11	$20.06	$21.06
RE 2	$21.83	$22.93	$24.07
RE 3	$24.56	$25.79	$27.08
RE 4	$27.29	$28.66	$30.09

APPENDIX 1-C

WAGE RATES
Effective July 1, 2015
Salary Increase 1.75%

	Hourly Rate		
Level	**Step 1**	**Step 2**	**Step 3**
Research Classification for Former RE Pay Plan			
RE 1	$19.44	$20.41	$21.43
RE 2	$22.22	$23.33	$24.49
RE 3	$24.99	$26.24	$27.56
RE 4	$27.77	$29.16	$30.62

APPENDIX 1-D

WAGE RATES
Effective July 1, 2016
Salary Increase 1.5%

	Hourly Rate		
Level	**Step 1**	**Step 2**	**Step 3**
Research Classification for Former RE Pay Plan			
RE 1	$19.73	$20.72	$21.75
RE 2	$22.55	$23.68	$24.86
RE 3	$25.37	$26.64	$27.97
RE 4	$28.19	$29.60	$31.08

APPENDIX 2 - FOR GRANDPARENTED EMPLOYEES AT THE AGRICULTURE CAMPUS

APPENDIX 2-A

WAGE RATES
Effective July 1, 2013
Salary Increase 1.75%

	Hourly Rate					
Grandparented Employee	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
	27.25	28.43	29.60	30.78	31.96	33.24
	31.96	33.24	34.53	35.92	37.42	38.92
	23.18	24.15	25.11	26.18	27.25	28.43
	37.42	38.92	40.17			
	27.25	28.43	29.60	30.78	31.96	33.24
	27.25	28.43	29.60	30.78	31.96	33.24
	27.25	28.43	29.60	30.78	31.96	33.24
	27.25	28.43	29.60	30.78	31.96	33.24
	23.18	24.15	25.11	26.18	27.25	28.43
	27.25	28.43	29.60	30.78	31.96	33.24
	26.37	27.38	28.54	29.70	31.01	
	27.25	28.43	29.60	30.78	31.96	33.24
	23.18	24.15	25.11	26.18	27.25	28.43
	27.25	28.43	29.60	30.78	31.96	33.24
	26.37	27.38	28.54	29.70	31.01	
	27.25	28.43	29.60	30.78	31.96	33.24
	30.78	31.96	33.24	34.53	35.92	37.42
	27.25	28.43	29.60	30.78	31.96	33.24
	27.25	28.43	29.60	30.78	31.96	33.24
	27.25	28.43	29.60	30.78	31.96	33.24
	27.25	28.43	29.60	30.78	31.96	33.24
	27.25	28.43	29.60	30.78	31.96	33.24

APPENDIX 2-B

WAGE RATES
Effective July 1, 2014
Salary Increase 2%

	Hourly Rate					
Grandparented Employee	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
	27.79	28.99	30.19	31.40	32.60	33.91
	32.60	33.91	35.22	36.64	38.17	39.69
	23.64	24.63	25.61	26.70	27.79	28.99
	38.17	39.69	40.97			
	27.79	28.99	30.19	31.40	32.60	33.91
	27.79	28.99	30.19	31.40	32.60	33.91
	27.79	28.99	30.19	31.40	32.60	33.91
	27.79	28.99	30.19	31.40	32.60	33.91
	23.64	24.63	25.61	26.70	27.79	28.99
	27.79	28.99	30.19	31.40	32.60	33.91
	26.89	27.93	29.11	30.29	31.63	
	27.79	28.99	30.19	31.40	32.60	33.91
	23.64	24.63	25.61	26.70	27.79	28.99
	27.79	28.99	30.19	31.40	32.60	33.91
	26.89	27.93	29.11	30.29	31.63	
	27.79	28.99	30.19	31.40	32.60	33.91
	31.40	32.60	33.91	35.22	36.64	38.17
	27.79	28.99	30.19	31.40	32.60	33.91
	27.79	28.99	30.19	31.40	32.60	33.91
	27.79	28.99	30.19	31.40	32.60	33.91
	27.79	28.99	30.19	31.40	32.60	33.91
	27.79	28.99	30.19	31.40	32.60	33.91

APPENDIX 2-C

WAGE RATES
Effective July 1, 2015
Salary Increase 1.75%

	Hourly Rate					
Grandparented Employee	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
	28.28	29.50	30.72	31.95	33.17	34.50
	33.17	34.50	35.83	37.28	38.83	40.39
	24.06	25.06	26.06	27.17	28.28	29.50
	38.83	40.39	41.69			
	28.28	29.50	30.72	31.95	33.17	34.50
	28.28	29.50	30.72	31.95	33.17	34.50
	28.28	29.50	30.72	31.95	33.17	34.50
	28.28	29.50	30.72	31.95	33.17	34.50
	24.06	25.06	26.06	27.17	28.28	29.50
	28.28	29.50	30.72	31.95	33.17	34.50
	27.36	28.42	29.62	30.82	32.18	
	28.28	29.50	30.72	31.95	33.17	34.50
	24.06	25.06	26.06	27.17	28.28	29.50
	28.28	29.50	30.72	31.95	33.17	34.50
	27.36	28.42	29.62	30.82	32.18	
	28.28	29.50	30.72	31.95	33.17	34.50
	31.95	33.17	34.50	35.83	37.28	38.83
	28.28	29.50	30.72	31.95	33.17	34.50
	28.28	29.50	30.72	31.95	33.17	34.50
	28.28	29.50	30.72	31.95	33.17	34.50
	28.28	29.50	30.72	31.95	33.17	34.50
	28.28	29.50	30.72	31.95	33.17	34.50

APPENDIX 2-D

WAGE RATES
Effective July 1, 2016
Salary Increase 1.5%

	Hourly Rate					
Grandparented Employee	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
	28.70	29.94	31.18	32.43	33.67	35.02
	33.67	35.02	36.37	37.84	39.42	41.00
	24.42	25.44	26.45	27.58	28.71	29.94
	39.42	40.99	42.31			
	28.70	29.94	31.18	32.43	33.67	35.02
	28.70	29.94	31.18	32.43	33.67	35.02
	28.70	29.94	31.18	32.43	33.67	35.02
	28.70	29.94	31.18	32.43	33.67	35.02
	24.42	25.44	26.45	27.58	28.71	29.94
	28.70	29.94	31.18	32.43	33.67	35.02
	27.77	28.84	30.07	31.29	32.66	
	28.70	29.94	31.18	32.43	33.67	35.02
	24.42	25.44	26.45	27.58	28.71	29.94
	28.70	29.94	31.18	32.43	33.67	35.02
	27.77	28.84	30.07	31.29	32.66	
	28.70	29.94	31.18	32.43	33.67	35.02
	32.42	33.67	35.02	36.37	37.84	39.42
	28.70	29.94	31.18	32.43	33.67	35.02
	28.70	29.94	31.18	32.43	33.67	35.02
	28.70	29.94	31.18	32.43	33.67	35.02
	28.70	29.94	31.18	32.43	33.67	35.02
	28.70	29.94	31.18	32.43	33.67	35.02