

NSGEU Local 77 Bargaining Proposals Tabled October 27 2014

ARTICLE 7.00 - Union Officers and Stewards

7.01-7.07 no change

7.08 Where operational requirements permit, and on reasonable notice, the Employer may grant special leave without pay to Employees ~~who:~~

- ~~(i) are elected as members of the Board of Directors of the NSGEU;~~
- ~~(ii) attend the Union's Convention;~~
- ~~(iii) participate in training programs provided by the Union; or~~
- ~~(iv) attend meetings of Committees or Councils of the Union,~~

to attend to union business as authorized by the Union. Such leave shall not be unreasonably denied. The Union will reimburse the Employer for the Employee's salary in the existing manner.

~~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 ninety (90) days in a calendar year.~~

7.09 No change

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, **including the reason for termination (eg. retired, resigned).**

9.02 & 9.03 No change

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

ARTICLE 10.00 – Seniority and Service*

10.01 Service shall mean continuous employment with the Employer.

REMAINDER OF ARTICLE TO BE RENUMBERED

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 No change

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.

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- (b) An Employee shall continue to accumulate **service and** seniority throughout the term of an approved Pregnancy, **Parental and Union (Article 7.08 and 7.09)** leaves.
 - (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)~~ **twenty-four (24)** 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)-(b) No change
 - (c) if an Employee is absent from work because of illness or injury for a period in excess ~~of thirty (30)~~ **forty eight (48)** months or when their rights expire pursuant to Article 35.08; or
 - (d) if an Employee has been laid off for a period in excess of ~~twelve (12)~~ **twenty-four (24)** consecutive months; or
 - (e) No Change
- 10.05 No change

ARTICLE 11.00 - Lay-off, Redeployment, Recall and Severance Pay

- 11.01-11.02 No change
- 11.03 (a) 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.
- (b) The laid off employee shall have the right to displace the least senior employee in a position which is the same or one lower classification provided the employee is qualified to perform in the position in accordance with the criteria in Article 11.10. The notice of lay-off will include the employee's options for vacancies, displacement, or severance payment. Where there is a vacancy in the employee's same or higher classification for which she/he is deemed qualified, she/he will not have the right to displace another employee or be able to resign with a severance payment.
- (c) Before a lay-off notice is issued to an employee, the Employer will meet with the Union in order to review impacted employees' possible displacement options in Article 11.03 (a) and/or (b) beginning with the least senior employee and continuing until there are no more employees possible to be displaced. Prior to the meeting, the Employer will provide the Union with all applicable job descriptions/job fact sheets, seniority dates and updated organizational chart.
- 11.04 & 11.05 No Change
- 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

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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)~~ **twenty-four (24)** 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 No change

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 Where there are two or more persons on the re-employment list who apply considered for the vacancy concerned, in which case the criteria specified in Article 26.05 shall be applied. Employee with the most seniority shall be offered the position first. Appropriate vacancies shall be those at the same classification level in which the person was employed or one classification level lower.~~

11.11 No change

11.12 Persons on the re-employment list may be offered **temporary or term** positions ~~in another classification~~. Where an Employee refuses an offer of a position at a lower classification, ~~or lower full time equivalency, temporary or term position, or a position outside the employee's geographic area,~~ her/his name shall remain on the re-employment list. **Geographic area shall mean that area within a radius of thirty-two (32) kilometers of the actual building or other regular place of employment of the employee.** Neither acceptance nor refusal of temporary or term employment shall restrict a laid-off Employee's rights under the collective agreement. **An Employee's right to refuse shall also apply to all offers of employment made under Article 11.**

11.13 & 11.14 No change

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,~~

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~~severance pay shall be two (2) weeks pay.~~ For employees with at least ten (10) years seniority, Severance pay shall be ~~one (1) week~~ **three (3) weeks** of pay for every one (1) year of full-time or pro rated equivalent paid service since date of last hire by the Employer.

ARTICLE 13.00 - Organizational Change

13.01 (a) 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.

(b) The Employer shall also advise the Union as far as possible in advance of any action or re-organisation that results in possible reclassification of a position, the elimination of a position, or the creation of a new position, either term, regular or recurring sessional. In cases where a reassignment of duties results in possible reclassification, reassignment will occur by order of seniority among employees qualified to perform the work. Where the reorganization results in the creation of a new position, it shall be posted in accordance with Article 26 unless the Union and Employer agree to restrict the posting within a specified area or department, or agree to reassign an Employee to the position.

13.02 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 26.00 - Job Posting

26.01-26.05 No change

26.06 ~~It is understood and agreed that Employees who have successfully completed their probationary period may apply freely and without prejudice for any position posted under this article.~~ On enquiry to the Coordinator, Staffing Services or designate, Employees shall be provided with any available information about a posted position in complete confidence.

26.07 No change

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.~~

~~(c)(b) Where an Employee is determined not to be suitable for the new position by the Employer within the 3 month assessment period, the notice provisions specified in Article 11.04 shall apply and if during the initial three (3) month trial period their former position is available, they shall return to such position and former rate of pay.~~

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If, during the assessment period, either the Employer deems the performance to be unsatisfactory or the employee wishes to revert to the former position, then in either case such employee shall return to his/her former position and former rate of pay.

(d)(c) 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.

~~(e) — An Employee who is determined not to be suitable for the new position by the Employer, within the 3 month assessment period, shall have redeployment and recall rights as specified in Article 11.00.~~

26.09 No change

26.10 A regular or recurring sessional employee who accepts a term position retains their regular or recurring sessional status and has the right to return to their former position at the conclusion of the term position. A term position may be terminated with two (2) weeks notice.

CURRENT ARTICLES 26.10 to 26.13 TO BE RENUMBERED

ARTICLE 27.00 - Job Evaluation

27.01 to 27.07 No change

27.08 The Employer will supply to a designated officer **and Job Evaluation Committee representatives** 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, and will only be used by her/him 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.~~

27.09 No change

27.10 **(a)** The Job Evaluation Committee shall be made up of two (2) Union representatives and two (2) Employer representatives, plus the Coordinator of the Job Evaluation 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 26.09 above.

(b) In the case of a tie vote between the Union and Employer representatives, the Union may refer the matter to a mutually agreed upon third party for final determination. The hearing shall be limited to one (1) day, unless the Union and Employer agree to more time. The cost of the third party shall be shared equally by the Union and Employer. The third party shall render his or her decision within sixty (60) calendar days of the hearing date.

27.11-27.18 No change

ARTICLE 28.00 - Hours of Work

28.01 No change

28.02 The work week of thirty-two and one-half (32 1/2) 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

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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. **however, the Employer shall not change the regular work week, or daily start and finish times of an Employee in order to avoid the payment of overtime.**

28.03-28.04 No change

28.05 Modified Work Week (NEW SUBHEADING)

The work week of thirty-two and one-half (32 1/2) 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.

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 regular work week.**

28.07-28.09 No change

ARTICLE 30.00 - Medical/Dental Appointments

30.01 Employees shall be allowed paid leave of absence up to thirteen (13) hours per annum in order to engage in personal preventative medical and dental care. Such leave will be debited against sick leave credits.

~~30.01~~

30.02 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 30.01.** Employees shall make every reasonable effort to arrange these appointments outside their regular working hours. The Employer's discretion shall be exercised in accordance with the Letter of Agreement of Page 101.

~~30.02~~

30.03 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. **If the Employee is charged a fee for such confirmation, the Employer will reimburse the Employee upon receiving documentation of the fee charge.**

ARTICLE 32.00 – Shift and Weekend Work

32.01 No change

Shift Work (NEW SUBHEADING)

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 a premium of ~~\$4.25 for each shift so worked. Effective July 1, 2012 this premium shall change to an hourly premium of \$1.50.~~ **one dollar and seventy-five cents (\$1.75) per hour.** This shall not apply to overtime shifts.

32.03-32.06 No change

Weekend Premium (NEW SUBHEADING)

32.07 Employees shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for all

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hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 12:01 a.m. on Saturday and 7:00 a.m. on Monday.

ARTICLE 33.00 - Call-in and Standby

33.01 (a) – (d) Unchanged

(e) The Employer shall provide at least six (6) hours between the time an employee completes a period of call-in and the commencement of the employee's next scheduled shift. During an eight (8) hour period of standby, if the first call-in is within two (2) hours of the commencement of the next scheduled shift, the employee shall not be entitled to a six (6) hour rest interval.

(f) Where, because operational requirements do not permit the six (6) hour rest period cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1½).

33.02 No change

33.03 An Employee qualified under Article 33.02 shall be paid ~~\$1.50~~ **two dollars (\$2.00)** per hour of standby. ~~Effective July 1, 2012 this shall increase to \$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 35.00 - Sick Leave

35.01 & 35.02 No change

35.03 While employees are to make every reasonable effort to schedule medical/dental treatments outside working hours (subject to the entitlement outlined in Article 30.01), 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 ~~short term illness leave credits~~ 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.

35.03

~~(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 35.03 (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 35.03 (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.~~

35.03 **CURRENT 35.03 RENUMBER to 35.04**

35.04-35.06 No change except for renumbering to 35.05 to 35.07.

35.08

~~35.07~~ An Employee returning to work upon the expiration of a period of sick leave (as defined in Article

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35.01) shall return to her/his original position. This period will be extended by ~~twelve (12)~~ **twenty-four (24)** months from the date the Employee completes the elimination period under the terms of the long term disability plan, pursuant to ~~35.03(f), 35.04(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. However, any entitlement to sick leave and salary continuance shall not be affected by such lay-off notice.

35.09

35.08 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 ~~35.07~~ **35.08** but who has been absent for less than ~~thirty (30)~~ **forty-eight (48)** 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 35.09 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)~~ **forty-eight (48)** months from the expiry of paid sick leave as provided in Article ~~35.03(d)~~ **35.04(d)** herein.

35.10

35.09 (a) An Employee returning to work pursuant to Article ~~35.08~~ **35.09** shall have their name placed on the re-employment list **pursuant to the provisions outlined in Articles 11.07 to 11.12** until his/her rights lapse pursuant to Article ~~35.08~~ **35.09** 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 35.08 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 for which the person 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 35.08. 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.~~

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35.10 No change except will be renumbered as 35.11

ARTICLE 36.00 - Leaves of Absence

36.01 No change

36.02 Bereavement Leave

- (a) In the event of a death of a spouse, a parent **(including step-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, ~~grandchild, step-child, brother, sister, brother-in-law or sister-in-law, sibling (including step-sibling and half-sibling, 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 brother-in-law, sister-in-law, aunt, uncle, niece, nephew, 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) kilometres away from an Employee's residence, an employee may be granted time to attend, in addition to the time outlined in Article 36.02 (b) or (c), for the actual time it takes to travel to and from such location, to a maximum of two (2) days.**
- ~~(e)~~(e) If there is a death in an Employee's family as defined under ~~(a) or (b)~~, (a), (b), (c) or (d) while the Employee is on vacation, the Employee is entitled to use bereavement leave, pursuant to ~~(a) or (b)~~, (a), (b), (c) or (d), rather than vacation days as scheduled.
- ~~(d)~~(f) Request for such leave must be directed to the Employee's immediate supervisor.

36.03 Leave for Family Illness or Appointments

- (a) In the case of illness of an Employee's parent, spouse, ~~or 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. These days shall be deducted from the Employee's sick leave entitlement.
- (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.**

35.04-37.06 No change

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ARTICLE 37.00 - Pregnancy, Parental, Adoption and Paternity Leave

Entire Article Reorganized as follows:

Subheading	New Article numbers	Change
Pregnancy Leave	37.01 – 37.05	No change to language or numbering
Parental Leave	37.06 (a) & (b)	37.06 modified and renumbered as 37.10 37.06 (a) current 37.07 37.06 (b) current 37.11 with language change
Adoption Leave	37.07 (a) (b) & (c)	37.07 (a) current 37.08 – 1 st sentence 37.07 (b) current 37.08 – 2 nd sentence with language change 37.07 (c) current 37.09 with language change
Paternity Leave	37.08	37.08 – current 37.10 with language change
Return to Work	37.09	37.09 – current 37.12
Service and Seniority	37.10	37.10 – current 37.06 with language change

Pregnancy Leave

MOVE TO 37.10 WITH LANGUAGE CHANGE

~~**37.06** While on pregnancy leave, an Employee shall continue to accrue seniority for purposes of lay-off and/or job posting.~~

Parental Leave

37.06

~~**37.07**~~

(a) Parental leave shall be in accordance with the Labour Standards Code (Nova Scotia).

37.11

(b) The Employer agrees to modify the existing Supplemental Unemployment Benefit Plan such that: ~~When an Employee who is a biological father, other than an employee who is entitled to the Supplemental Employment Benefit Plan for pregnancy leave or for the purpose of 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 Human Resources Development Canada, 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 E.I. benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia shall be without payment from the Employer. This shall not apply to an Employee who is seeking benefits pursuant to Article 37.10.

Adoption Leave

37.07

~~**37.08**~~

(a) 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.

(b) The Employer shall, upon the request of an Employee who is not seeking benefits pursuant to Article ~~37.09, 37.07 (c),~~ and upon receipt of a copy of the notice of proposed adoption made by the Employee under the ~~Adoption Act~~ **Children and Family Services Act** of a child five years of age or younger, grant the Employee a leave of

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absence with pay for the week in which the adoptive child comes into full care of the Employee.

37.09

(c) The Employer agrees to modify the existing Supplemental Unemployment Benefit Plan, subject to the approval of Human Resources Development Canada, such that: When an Employee ~~declares her/himself to be a primary care giver and~~ qualifies for benefits under the Employment Insurance Act related to adoption, as determined by Human Resources 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 E.I. benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia shall be without payment from the Employer. In the event that both adoptive parents are employed by the Employer this provision shall have application only to one of those adoptive parents.

Paternity Leave

37.08

37.10 On the occasion of the birth of his child, an Employee who is a biological father and who is not seeking benefits pursuant to Article ~~37.11~~ **37.07** shall be granted special leave with pay up to a maximum of four (4) work days. This leave may be granted on separate days.

~~**37.11** The Employer agrees to modify the existing Supplemental Unemployment Benefit Plan such that: When an Employee who is a biological father, 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 Human Resources Development Canada, 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 E.I. benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia shall be without payment from the Employer. This shall not apply to an Employee who is seeking benefits pursuant to Article 37.10.~~

Return to Work (NEW SUBHEADING)

37.09

~~**37.12**~~ 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.

Service and Seniority (NEW SUBHEADING)

37.10 (WAS 37.06) While on Pregnancy or Parental leave, an Employee shall continue to accrue service and seniority ~~for purposes of lay off and/or job posting.~~

ARTICLE 39.00 - Annual Vacation

39.01 (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.

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- (b) Taking a pregnancy **or parental** leave will affect the annual vacation an Employee is entitled to in the vacation year(s) immediately following such leave, however, pregnancy/**parental** leave will not affect their entitlement to subsequent vacation pursuant to Article 39.07 (b) and (c).
- (c) Vacation entitlement shall be calculated on the basis of a regular six and one half (6 1/2) hour work day.
- (d) **Employees will be advised no later than May 1 each year of their vacation entitlement commencing on June 1 of that same year.**

39.02 & 39.03 No change

39.04 Except as provided in Articles 39.08 and 39.10, 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. **An employee may take vacation in one (1) hour increments.** 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.

39.05 Where an Employee has become ~~sick ill or injured~~ in excess of three (3) days **during the Employee's vacation period, 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 the vacation period** 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.

39.06 No change

39.07 Subsequent Vacation

- (a) Employees with more than one year but less than ~~ten (10)~~ **seven (7)** years of service, excluding unpaid leaves, as of June 1st shall be granted three weeks (15 working days (97.5 hours)) vacation in that vacation year.
- (b) Employees with ~~ten (10)~~ **seven (7)** years or more of service, excluding unpaid leaves, shall be granted four weeks (20 working days (130 hours)) vacation beginning with the vacation year in which their ~~tenth~~ **seventh** anniversary falls.
- (c) Employees with ~~twenty (20)~~ **twelve (12)** years or more of service, excluding unpaid leaves, shall be granted five weeks (25 working days (162.5 hours)) vacation beginning with the vacation year in which their ~~twentieth~~ **twelfth** anniversary falls.
- (d) **Employees with seventeen (17) years or more of service, excluding unpaid leaves, shall be granted six weeks (30 working days (195 hours)) vacation beginning with the vacation year in which their seventeenth anniversary falls.**
- (e) **Employees with twenty-two (22) years or more of service, excluding unpaid leaves, shall be granted seven weeks (35) working days (227.5 hours)) vacation beginning with the vacation year in**

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which their twenty second anniversary falls.

- (f) In addition to the above-noted entitlements, each employee shall receive an additional five (5) days paid vacation in each vacation year, prorated for initial vacation entitlement.

39.08-39.11 No change

ARTICLE 40.00 - Tuition Waiver

40.01-40.03 No change

40.04 (a) No change

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

40.05 No change

ARTICLE 42.00 - Grievance Procedure

42.01 & 42.02 No change

42.03 An Employee who feels that s/he has a grievance shall first discuss the matter with the immediate supervisor within ~~ten (10)~~ **fifteen (15)** 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 three (3) 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 42.05 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.

42.04-42.10 No change

ARTICLE 43.00 - Arbitration Procedure

43.01 No change

43.02 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 42.04, 42.05 or ~~41.06~~ **42.06** 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.

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43.03-43.11 No change

KEY TO APPENDIX "B" AND WAGE APPENDIX "B-1" TO "B-10"

The Union proposes the following wage increase as follows:

Effective July 1, 2014	3.5%
Effective July 1, 2015	3.5%
Effective July 1, 2016	3.5%

Modifications **as necessary to Key to Appendix "B" and Wage Appendix to accommodate Union's proposal on job classification categories and point ranges as attached.**

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

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 37.04, ~~37.09 or 37.11~~, **37.06 or 37.07** 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.

MEMORANDUM OF AGREEMENTS

The Union proposes all MEMORANDUM OF AGREEMENTS be re-signed EXCEPT for the following which will not re-signed:

PENSION PLAN
IT COMMITTEE
HOURS OF WORK
LUMP SUM PAYMENT

The Union proposes that the Memorandum of Agreement on Retroactive Pay be updated with applicable dates for a new agreement when achieved.