

# **NSGEU Local 77 Dalhousie University**

## **Changes to Collective Agreement**

**Effective September 2, 2015**

**Nova Scotia Government & General Employees Union  
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Dartmouth, NS B3B 0J3  
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[nsgeu.ca](http://nsgeu.ca)**



**The following changes to the collective agreement between Dalhousie University and NSGEU came into effect on September 2, 2015**

**INCREASES TO WAGE RATES – APPENDIX “B”**

Effective July 1, 2014 – 2%

Effective July 1, 2015 – 1.75%

Effective July 1, 2016 – 1.5%

**MARKET ADJUSTMENTS**

**NEW IT classifications effective from July 1, 2015**

– IT jobs at the T-8 to T-10 level in support of the University’s IT Infrastructure.

**Senior Information Technologist SIT 1**

Effective July 1, 2015 – T-8 scale with 1% increase and then the 1.75% increase

Effective July 1, 2016 – T-8 scale with 1% increase and then the 1.5% increase

**Senior Information Technologist SIT 2**

Effective July 1, 2015 – T-9 scale with 1% increase and then the 1.75% increase

Effective July 1, 2016 – T-9 scale with 1% increase and then the 1.5% increase

**Senior Information Technologist SIT 3**

Effective July 1, 2015 – T-10 scale with 1% increase and then the 1.75% increase

Effective July 1, 2016 – T-10 scale with 1% increase and then the 1.5% increase

**LEAVE FOR MEDICAL/DENTAL APPOINTMENTS**

**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) hours) to be deducted from sick leave, per calendar year to attend such appointments.

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**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 or 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.

**NEW ARTICLE 33.00 - WEEKEND PREMIUM** (All subsequent Articles to be renumbered)

**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.

**JOB POSTING**

34.04 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.**

**BEREAVEMENT LEAVE**

36.02 Bereavement Leave

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- (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 – the spouse of a 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) 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) 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.

**VACATION**

**Employees hired before June 1, 2015:**

**NEW:** Employees shall be entitled to an additional two (2) days of vacation beginning with the vacation year in which their twenty-fifth (25<sup>th</sup>) anniversary falls.

**39.10 Advance Vacation**

- (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) No Change

**Employees hired on or after June 1, 2015 (post probation):**

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**NEW:** Employees will take vacation in the vacation year it is earned (post probation). Such Employees will be entitled to an additional two (2) days of vacation beginning with the vacation year in which their twenty-fourth (24<sup>th</sup>) anniversary falls.

Such Employees may request a deferral of ten (10) days of vacation to the following vacation year pursuant to Article 39.08 of the collective agreement but shall not be able to borrow vacation from the following vacation year pursuant to Article 39.10 of the collective agreement.

**NEW Article** - The Employer agrees to consider requests from Employees (who take vacation in the vacation year following the year in which the vacation is earned) 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.

**MEMORANDA OF AGREEMENT**

MOAs renewed on pages 98 – 104 of the current collective agreement

**NEW MOA – HOURS OF WORK**

**Memorandum of Agreement**

**Between:**

**DALHOUSIE UNIVERSITY (“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, but 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.**

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- (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.

## OTHER AGREED ARTICLES FOLLOW

### ARTICLE 7.00 - Union Officers and Stewards

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

- ~~(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,~~

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

### 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).**

#### **NEW**

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

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, ~~or~~ 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.

**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 Article 13, the Employee Relations officer for NSGEU Local 77 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 Local 77 member 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.**

~~13.02~~—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 15.00 - Probationary Employees**

15.01 Subject to Article 17.02 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.

**ARTICLE 23.00 – Insured Employee Benefits**

Current 23.05 moved to 25.09 – renumbering as follows occurs

**23.05 ~~23.06~~** 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 ~~23.07~~** The Employer shall supply information as to insured benefits coverage to all members of the Union.

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**23.07 ~~23.08~~** 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 ~~23.09~~** ~~Effective July 1, 2012,~~ Employees who hold a 50% or greater full time equivalency position will have ~~\$300~~ **\$500** credited to a Health Spending Account (HSA). Claims to the Health Spending Account must be eligible under Canada Revenue Agency guidelines. ~~This amount will increase to \$500 effective July 1, 2013.~~

**23.09 ~~23.05~~** 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 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 **as an internal candidate** freely and without prejudice for any position posted under this article. On enquiry to the ~~Coordinator, Staffing Services 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 ~~two (2)~~ **four (4)** working days of the decision. If an Employee wishes to have feedback on their application or interview, they may contact the ~~Coordinator, Staffing Services, Manager, Recruitment and Retention.~~

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 Employer by giving notice in writing to the Employer consistent in duration with that specified in Article 20.01.
- (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 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.**
- (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.
- ~~(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.~~

26.09-26.10 no change

26.11 In assessing whether an applicant is eligible for referral in accordance with Article 26.10 **Staffing Services 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 26.05. Where there is uncertainty in the assessment, the applicant shall be interviewed.

Applicants who are not interviewed shall be advised within ~~two (2)~~ **four (4)** days of such decision being made, and upon request, shall receive the reason(s) within five (5) days.

#### ARTICLE 27.00 - Job Evaluation

Article 27.08

- (a) The Employer will supply to a designated officer(s) 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 the 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 designated officers; at least one will be in an administrative support position and at least one will be in a technical support position.**

#### ARTICLE 28.00 - HOURS OF WORK

##### **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 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 ~~during their working hours 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 between shifts other than the regularly scheduled meal period.**

**Additional Days Off**

**28.10**

~~28.09~~ 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 pro-rated.

**ARTICLE 33.00 - Call-in and Standby**

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**

35.09 (a) (b) and (d) current language

(c) Such employees shall be considered first to determine whether, in the Employer's

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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.**

**ARTICLE 36.00 - Leaves of Absence**

36.01 Court Leave

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

**ARTICLE 37.00 - Pregnancy, Parental and Adoption and Paternity Leaves\***

Article 37.01 to 37.06 - unchanged

Reorganize Remaining Article as follows:

Parental Leave

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

**Paternity Leave**

**37.08**

~~37.10~~ On the occasion of the birth of his/her child, **other than giving birth or through adoption** an Employee ~~who is a biological father and~~ who is not seeking benefits pursuant to Article ~~37.11~~ **37.09** shall be granted special leave with pay up to a maximum of four (4) work days. This leave may be granted on separate days.

**37.09**

~~37.11~~

The Employer agrees to modify the existing Supplemental Unemployment Benefit Plan such that: When an Employee who ~~is a biological father,~~ **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 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

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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 ~~37.10-37.08~~.

**Adoption Leave**

**37.10**

~~37.08~~ 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.

**37.11** The Employer shall, upon the request of an Employee who is not seeking benefits pursuant to Article ~~37.09, 37.12~~, 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 absence with pay for the week in which the adoptive child comes into full care of the Employee.

**37.12**

~~37.09~~ 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.

~~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)**

**37.13**

~~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.

**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~~, **37.08 or 37.12** 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.

**ARTICLE 38.00 - Holidays**

38.01 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
<b>Heritage Day</b>	Good Friday
Victoria Day	Canada Day
HRM Natal Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

**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.
- (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 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) **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 1.**

**ARTICLE 42.00 - Grievance Procedure**

42.03 An Employee who feels that s/he has a grievance shall first discuss the matter with the immediate supervisor within ~~ten (10)~~ **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 ~~three (3)~~ **five (5)** working days of the discussions.

**ARTICLE 43.00 - Arbitration Procedure**

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.

**Memorandum of Agreement**

**Between:**

**DALHOUSIE UNIVERISTY ("Employer")**

**- and -**

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

**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 how 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.
- 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 Article 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.