

COLLECTIVE AGREEMENT

Between

MOUNT ALLISON UNIVERSITY

and

C.U.P.E. LOCAL 2338

JULY 1, 2008 - JUNE 30, 2011

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ARTICLE 1 - PURPOSE

1.01 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the parties hereto and to provide an amicable method of settling any differences or grievances which may arise with respect to matters covered by this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union hereto agrees that it shall be the exclusive function of the Employer to manage its business and to hire, lay off, suspend, promote, demote, classify, recall, transfer, discipline and discharge employees. Furthermore, the Employer may schedule work, determine the methods to be used and the allocation and use of employees, manage its business, properties and plant, direct and distribute the working force, determine the numbers and responsibilities of its employees, and make and alter, from time to time, rules and regulations to be observed by the employees.

Rules and regulations to be observed by employees shall only be implemented upon two weeks' notice to all affected bargaining unit employees and shall be part of the Policy and Procedure Manual.

2.02 Application of Management Rights

The provisions of Article 2.01 shall not be carried out in an arbitrary or discriminatory manner, as described in Article 3, or in a manner which violates any other clause in this agreement, and shall be subject to the grievance procedure.

ARTICLE 3 - DISCRIMINATION AND HARASSMENT

3.01 Discrimination

The parties to this Agreement agree that there shall be no discrimination by the Employer or its representatives or the Union or members of the bargaining unit, against any employee or employees in any manner whatsoever because of race, colour, creed, sex, age, marital status, religion, nationality, ancestry, place or origin, or lawful union activities consistent with the provisions of this Agreement.

3.02 Sexual Harassment

Every employee has the right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour. Where an allegation has been made that this 'Sexual Harassment Article' has been violated, a grievance shall be initiated at step 2 of the grievance procedure within five (5) days after such violation is alleged to have occurred.

3.03 Personal Harassment

The parties agree that the working environment should be free from personal harassment. Personal harassment is any personally-oriented practice inconsistent with the proper functioning of the workplace that undermines an employee's health or job performance, or endangers an employee's employment status or potential.

It is the responsibility of the Employer in cooperation with all supervisors to ensure that this policy is respected by all employees. The Union and the Employer agree that they shall jointly develop procedures to deal with any allegations of harassment, and to ensure that those who make such allegations in good faith are able to do so without reprisal.

No employee shall make a complaint under this Article which is frivolous or vexatious. An Harassment Advisory Officer shall be selected by mutual consent of both parties.

ARTICLE 4 - UNION RECOGNITION

4.01 Definition of the Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for all full-time employees working for the Facilities Management Department (including Security and Transportation), and as custodians in the Residences Operation, Mount Allison University, Sackville, New Brunswick, save and except foremen, and those above the rank of foreman, members of faculty, teachers, librarians, clerical and secretarial staff employed in the Facilities Management Department, part-time employees (those regularly employed for not more than twenty-one (21) hours per week to do work other than that of the classifications listed in Schedule "A"), students and those excluded by the Industrial Relations Act.

4.02 No Other Agreement

The Employer shall not make any written or verbal agreement with any employee which conflicts with the terms of this Collective Agreement.

4.03 Union Office Space

The Employer agrees to provide CUPE Local 2338 with reasonable space on campus for a local union office, if available. The location may change if necessary subject to availability of suitable space. The Employer agrees to provide computer system access at the CUPE Local 2338 office.

4.04 President's Office Hours

The President of the local shall, on one day each month, from 12:00 noon to 1:00 p.m. be available in the local union office to meet with any local member in order to discuss concerns. The President shall be paid at his/her regular rate of pay for the hour defined above and then take his/her lunch hour from 1:00 p.m. to 2:00 p.m. on that day if he/she is working a day shift at the time. If he/she is not working a day shift then in order to

compensate him/her for that hour, one (1) hour shall be placed in a bank and time taken off at a mutually agreed time.

4.05 Compensation for Committee Meetings

Employees who are required to attend committee meetings outside of regular working hours shall be compensated for actual time spent in the meeting. Employees will be compensated by an equivalent amount of time off from their shift at a time mutually agreeable to the employee and supervisor. These hours will be taken as soon as possible after the meeting.

4.06 Charges for University Services

CUPE Local 2338 may use the Employer's duplicating, copying, printing, computer, and audio visual services on the same basis and at the same rates as University Departments.

ARTICLE 5 - PART-TIME, TEMPORARY, CASUAL OR TERM EMPLOYEES

5.01 Definitions

This Collective Agreement is fully applicable to all part-time, temporary, casual and term employees.

- a. A part-time employee is an employee who is regularly employed more than 21 hours a week but less than normal full-time hours for his or her classification.
- b. A temporary employee is one hired to a non-permanent position for a term that does not exceed the probationary period.
- c. A casual employee is a permanent employee who does not have a permanent position, but works only when called to fill in for those absent or to fill a short-term requirement.
- d. A term employee is one hired for a term longer than the probationary period for the explicit purpose of replacing a skilled trade employee who is temporarily away from his/her permanent position for any reason. A term employee loses all rights extended under the collective agreement at the end of his/her term.

5.02 Casual Probationary Rate

Casual employees shall be paid a probationary rate of pay of 80% of the rate of pay for the classification, for the probationary period and thereafter shall be paid the regular rate of pay for the classification they are working in, as per Schedule 'A'.

5.03 Combining Positions

The Employer shall combine, wherever possible, positions of persons regularly employed for not more than 21 hours per week so that those who hold these positions

will work more than twenty-one (21) hours per week. The Employer also declares that it will place the facts concerning positions before the Labour Management Committee so that the Committee can advise the Employer on the best way to meet this commitment.

ARTICLE 6 - WORK OF THE BARGAINING UNIT

6.01 Work by Management

It is agreed that management personnel will not perform work ordinarily performed by bargaining unit employees, except for the purposes of instruction, experimentation, emergencies or when bargaining unit personnel are not available to perform the work. Whenever this Article is violated the Employer shall pay, at overtime rates, to the senior grievor in the classification in question, an amount commensurate with the amount of time and pay involved. It is agreed this Article will not be utilized to interfere with call-back provisions of this Collective Agreement.

Any problems with management personnel working will be reported to the Labour Management Committee each month. If there are still problems 9 months after this collective agreement is signed, the Employer will accept the Union's proposal that the senior grievor shall receive the equivalent of three call-outs.

6.02 Tantramarsh Club

The Employer will provide custodial services and maintenance services to the Tantramarsh Club.

6.03 York Street Children's Centre

The Employer will provide custodial services, for house cleaning twice a year, and will provide maintenance services to the York Street Children's Centre, subject to its inability to do so because of the terms of its lease.

6.04 Pool Water Quality

The work required to maintain the water quality in the pool will be assigned to the Athletic Department for regular provision of service. A Utility Worker will also be given training and opportunities to maintain his/her skills in order to provide appropriate back up.

ARTICLE 7 - ALL EMPLOYEES TO BE MEMBERS

7.01 Membership

All employees in the bargaining unit who are presently members of the Union shall continue to be members of the Union as a condition of employment. All future employees in the bargaining unit shall, as a condition of employment, become and remain members of the Union within fifty (50) working days of their employment with the Employer. For the purposes of this article, a working day shall include any day on which

the employee worked whether the employee worked a full shift or part of a shift. The Employer, however, will not be required to discharge any employee if he or she is expelled from the Union, except in the case of non-payment of dues.

ARTICLE 8 - CHECK-OFF OF FEES, DUES OR ASSESSMENTS

8.01 Initiation Fees or Assessments

The Employer shall deduct from every employee in the bargaining unit any initiation fees or assessments levied by the Union on its members.

8.02 Check-off of Dues

The Employer shall deduct from all employees in the bargaining unit, once each pay period, union dues in the amount certified by the Union to be currently in effect according to the Union's Constitution.

8.03 Remittance of Union Dues

Such deduction shall be remitted within ten (10) working days from the last day of each month and shall be forwarded by the Employer to CUPE National in Ottawa. Such dues shall be accompanied by a list of employees from whom deductions were made. A copy of the list shall be sent to the Secretary-Treasurer of the Union.

8.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each employee in the previous year.

ARTICLE 9 - NEW EMPLOYEES

9.01 Acquainting New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his or her union steward or representative. The steward or representative will provide him or her with a copy of the Collective Agreement.

9.02 Interviewing Opportunity

A representative of the Union shall be given, at a time agreed upon with the supervisor of the employee, an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and

duties of union membership and his or her responsibilities and obligations to the Employer and the Union.

ARTICLE 10 - C.U.P.E. REPRESENTATIVE

10.01 Union Right of Assistance

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

10.02 Employee Right of Union Assistance

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance in order that the employee may contact his or her steward to be present at the interview.

An employee shall have the right to have a steward present at any interview with supervisory personnel if the employee in good faith believes that the interview might be the basis of disciplinary action.

ARTICLE 11 - CORRESPONDENCE

11.01 Correspondence

All correspondence between the parties shall pass to and from the Director of Human Resources or the Human Resources Consultant of the Employer and the President of the Union.

ARTICLE 12 - LABOUR MANAGEMENT COMMITTEE

12.01 Committee Composition

A Labour Management Committee shall be established consisting of five (5) representatives of the Union and at least three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

There shall also be one (1) open chair for any member that the parties agree to allow to attend, in order to discuss a specific issue.

12.02 Function

The Committee shall concern itself with the following general matters:

- a. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;

- b. Improving and extending services to the University community;
- c. Reviewing suggestions from employees and questions on working conditions;
- d. Correcting conditions causing grievances and misunderstandings.

12.03 Meetings

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. An employee shall not suffer any loss of pay for time spent with this Committee during his or her working hours.

12.04 Minutes

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Within two (2) weeks following the meeting, the Employer shall post the minutes on all staff bulletin boards, as agreed to by the Labour Management Committee, and supply the Union and the C.U.P.E. representative with three copies.

ARTICLE 13 - HEALTH AND SAFETY COMMITTEE

13.01 Composition

The parties shall maintain the sub-committee of the main Health and Safety Committee of the Employer. This sub-committee shall consist of eight persons plus four alternates with equal representation from both the Employer and CUPE, Local 2338. The Employer shall designate its representation and the Union shall designate their representation.

There shall be two open chairs on the committee so the committee can invite other persons to sit on the committee from time to time.

13.02 Co-Chairpersons

The Employer and the Union shall each elect a co-chairperson from their respective groups. The Union's co-chairperson shall be a member of the main Health and Safety Committee.

13.03 Meetings

The sub-committee shall meet at least once a month normally for one and one-half hours. Each member of the sub-committee shall receive, when engaged in sub-committee meetings, pay at his or her rate and other benefits for the time periods during which the meetings are held.

13.04 Minutes

The sub-committee shall take and maintain minutes which shall be signed by the co-chairpersons on a form authorized by the Workplace Health, Safety and Compensation Commission and sent to the Commission, to the main Health and Safety Committee, to the Union and to the Employer.

The Employer shall ensure that the names of the members of the sub-committee, and the minutes of the most recent meeting of each of the Health and Safety Committees, are sent to the Union and posted on each staff bulletin board.

ARTICLE 14 - STEWARDS

14.01 Appointment

The Employer recognizes the right of the Union to appoint from the permanent employees in the bargaining unit six (6) stewards (one appointed from each of the custodians in residences, the custodians in the academic buildings, grounds, security, and trades staff) for the purpose of assisting employees in presenting grievances as set forth in Article 15 hereof.

14.02 Written Notification

The Union shall keep the Employer informed in writing of the names of the stewards and the effective dates of their appointments. The Employer shall not be required to recognize any employee as a steward until such written notice has been received by the Employer.

14.03 Work Absences

A steward shall be allowed to leave work for a reasonable period of time without loss of pay in order to fulfil his or her obligations under this Agreement as defined in Article 14.01.

Before leaving work for such purposes, a steward shall obtain permission from his or her immediate supervisor, which permission shall not be unreasonably withheld. Such prior permission shall also be required before any employee leaves work to consult with his or her steward or to participate in discussions concerning a complaint or grievance. The steward or employee shall inform his or her immediate supervisor upon return to work.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Employee Grievance Procedure

Should any question arise concerning the application, interpretation, or alleged violation of the provisions of this Agreement between the Employer and any employee or group of employees, the following procedures shall apply:

Step 1: Within ten (10) working days after the alleged grievance has arisen, the employee, accompanied by the steward or member of the Union Executive if he or she so desires, may take the matter up with the first line of supervision, presenting the grievance in writing on forms agreed upon by the Employer and the Union. Failing any reply or satisfactory settlement within two (2) working days, the employee may proceed to step 2.

Step 2: Within two (2) working days after the expiration of the two (2) day period referred to in step 1, the employee accompanied by the steward if he or she so desires, may take the matter up with the Director of Facilities Management. The forms completed in step 1 must be forwarded. The Director shall reply in writing within ten (10) working days from the presentation of the grievance under step 2. Failing any reply or satisfactory settlement within such ten (10) day period, the employee may proceed to step 3.

Step 3: Within five (5) working days from the expiration of the ten (10) day period referred to in step 2, the employee may submit the grievance in writing to the Director of Human Resources. The form completed in step 1 must be forwarded. The Director of Human Resources or his or her delegate shall reply in writing within five (5) working days from the receipt of the grievance. Failing any reply or satisfactory settlement within such last five (5) day period, the matter may be referred to arbitration as provided in Article 16 hereof within fourteen (14) calendar days from the expiration of such last five (5) day period or, in the case of a discharge grievance, within seven (7) calendar days from the expiration of such five (5) day period.

15.02 Union Grievance

The grievance procedure may be utilized by the Union in processing a policy grievance which involves a violation of this Agreement. Such a policy grievance may be introduced directly to the Director of Human Resources within seven (7) calendar days after the incident alleged to be a violation of the Agreement.

15.03 Employer Grievance

If so required by a notice in writing from the Employer, the Union, within ten (10) working days after delivery of such notice, shall meet with the Director of Human Resources and/or any other representative or representatives of the Employer designated by him, for the purpose of dealing with and disposing of any questions concerning the application, interpretation or alleged violation of this Agreement by the Union or by any member of the Union or by any employee in the bargaining unit.

If any matter, properly the subject of a notice by the Employer to the Union as provided in the preceding clause hereof, is not disposed of to the mutual satisfaction of both parties within fourteen (14) calendar days after the delivery of the notice provided for in the preceding clause hereof, the Employer may refer the matter to arbitration as

provided in Article 16 hereof within fourteen (14) calendar days from the expiration of such fourteen (14) day period.

15.04 Saturdays, Sundays and Holidays

In determining the time within any step except arbitration under the foregoing provisions of this Article, Saturdays and Sundays and paid holidays shall be excluded when calculating the number of working days.

15.05 Time Limit Extensions

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Employer and the Union.

15.06 Dispute Abandonment

If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended as set out in Article 15.05 hereof, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

ARTICLE 16 - ARBITRATION

16.01 Composition of Arbitration Board

If either party wishes to refer a matter to arbitration as provided in Article 15 hereof, it shall, within the time limit specified therefore in Article 15 hereof, give to the other party to this Agreement written notice of its intention to arbitrate, at the same time naming its appointee to the arbitration board. The party receiving such notice shall within five (5) working days of the receipt of such notice advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall within five (5) working days of the appointment of them appoint a third person who shall be the chairperson.

16.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister responsible for Labour in New Brunswick, upon the application of either party. Should the said Minister fail to make the said appointment, then the provisions of the Arbitration Act as made and provided in such circumstances shall apply.

16.03 Board Procedure

The board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within twenty (20) calendar days from the time the chairperson is appointed.

16.04 Decision of Board

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

16.05 Expenses of the Board

Each party shall pay:

- a. The fees and expenses of the arbitrator it appoints; and
- b. One-half (½) of the fees and expenses of the chairperson.

16.06 Witnesses

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

16.07 Steps in Grievance Procedure

No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure.

16.08 Single Arbitrator

The parties may mutually agree that a single arbitrator shall be appointed in the place of a board of arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a board of arbitration under this Agreement and the parties shall jointly bear the expenses of the arbitrator, if any.

ARTICLE 17 - WARNINGS, DISCHARGE, SUSPENSION AND PERSONNEL FILES

17.01 Warnings

Warnings which will be part of any employee's record shall be given to the employee in the presence of the union President, or other designated union officer if the union President is not on the premises, and written particulars of such discipline shall be given to the employee and the Union within three (3) working days thereafter.

17.02 Discharge or Suspension

When an employee is discharged or suspended, he or she shall be given the reason in the presence of the union President, or other designated union officer if the union President is not on the premises, unless extreme circumstances prevent such a meeting at that time; nevertheless, the Employer's action and reason for the action shall be given in writing to the employee and the Union by registered mail within two (2) working days. Any resulting grievance from such disciplinary action shall proceed directly to step 2 of the grievance procedure.

17.03 Personnel File

An employee shall have the right, once per calendar year, to have access to and review his or her personnel file. The time of such access shall be as mutually agreed between the employee and the Director of Human Resources.

The employee shall have the right to respond in writing to any document contained in the file; such reply shall become part of the permanent record of the employee.

Prior letters of reprimand, adverse reports and suspensions shall not be used against an employee in any disciplinary action if that employee successfully completes twelve (12) months of service free from any disciplinary action.

17.04 Progressive Discipline

The parties recognize that in appropriate cases discipline should be progressive.

17.05 Performance Assessments

If the Employer introduces formal assessments, it will use a form which has the agreement of the Union, such agreement not to be unreasonably withheld. Employees shall receive copies of formal assessments of their job performance.

ARTICLE 18 - SENIORITY AND PROBATION

18.01 Seniority Definition

Seniority is defined as the length of service in the bargaining unit calculated from the date of last hire and shall include service with the Employer prior to the certification of the Union.

Seniority is not broken by a lay-off except as provided in Article 18.04.

If the same seniority date is established on the same day for two or more employees, lots will be drawn to determine the order of seniority.

18.02 Seniority List

The Employer shall maintain a list showing the seniority date of every bargaining unit employee. The seniority list will be posted on each staff bulletin board in January of each year and 12 copies shall be sent to the Union.

Any protest in regard to seniority status shall be submitted, in writing, within thirty (30) working days from the date seniority lists are posted. When proof of error is presented by an employee, or his or her representative, such error shall be corrected and when so corrected the agreed upon seniority date shall be final. Once this process is complete, no change shall be made in the existing seniority status of an employee unless concurred by both parties.

18.03 Probationary Period

Seniority shall be established upon successful completion of the probationary period, which comprises fifty (50) working days starting from the date of hire. For the purposes of this article, a working day shall include any day on which the employee worked whether the employee worked a full shift or only part of a shift.

It is understood and agreed that the purpose of the probationary period is to allow management to assess the probationary employee's suitability for continued employment with the Employer and if, in management's considered judgment, a probationary employee is not suitable, his or her employment may be terminated and such termination shall be deemed to be for just cause.

18.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the employee:

- a. voluntarily quits or resigns;
- b. is discharged and is not reinstated pursuant to the grievance and arbitration procedures as provided in this Agreement;
- c. fails to signify within seven (7) working days from the date the Employer sends to his or her last known address written notification of recall, an intention to return to work, or fails to report to work after so signifying within a further ten (10) working days;
- d. overstays a leave of absence granted by the Employer without securing an extension in writing of such leave of absence unless the extension is for reasons acceptable to the Employer, or if he or she takes employment other than that declared and agreed upon when applying for the leave of absence;
- e. is absent from work for more than three (3) consecutive working days for any reason without notifying the Employer;
- f. is laid off and not recalled within two and one-half (2.5) years of the date of layoff;

- g. fails to return to work within five (5) working days following an illness or accident or after the Employer has been notified by the employee's doctor or the Workers' Compensation Board that the employee is able to return to work;
- h. has completed a term as defined under Article 5.01 d; or
- i. is a casual employee who is not on approved sick leave or an approved leave of absence and has not worked any hours in a twelve consecutive month period, or such longer period as may be established as provided in the next paragraph, despite work being available and offered to the employee.

If a casual employee advises Facilities Management in advance of the dates that he or she will be taking a course on a full-time basis, then the twelve month period mentioned in i) above will be extended by the length of any periods during which the employee was taking the course, other than periods during which the employee was on a break from the course. In such a case, and notwithstanding any other provisions of this agreement, the Employer is relieved of the obligation to call the employee in during these periods except on dates the employee advised Facilities Management that he or she wished to be called in.

18.05 Temporary Movement of Custodians

The Employer agrees that it will not move custodians (except those in the cleaning pool) from one building to another on a temporary basis, except in cases of emergency or in periods when regular classes are not being held (including Christmas, Easter and March breaks and the period from the cessation of classes in the spring to the commencement of classes in the fall).

For the purpose of this article, emergency includes fires, floods, health hazards and absenteeism. When employees are moved, it is the Employer's intention that junior employees be moved first; problems will be brought to the Labour Management Committee.

18.06 Security Department Seniority

For the purpose of lay-off, bumping, overtime, and job postings outside of the Security Department, members of the Security Department hired before January 01, 1991 will have the bargaining unit seniority date of January 01, 1991. However, an employee in the Security Department may only bump or be bumped by an employee in that department or by an employee who has a seniority date of January 1st, 1991, or later.

ARTICLE 19 - TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

19.01 Transfers

No employee shall be transferred to a position outside the bargaining unit without his or her consent.

19.02 Credit for Seniority

If an employee is transferred outside the bargaining unit, he or she shall retain any seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until he or she returns to the Unit.

19.03 Trial Period

An employee transferred outside the bargaining unit shall have the right to return to his or her former position in the bargaining unit during the trial period, which shall be a maximum of sixty (60) calendar days.

ARTICLE 20 - JOB POSTINGS

20.01 Job Descriptions

The Employer will draft, in consultation with the Union, a job description for each classification. These job descriptions will not be changed without agreement with the Union.

If a new classification is created or the duties of a classification are changed, the Employer will prepare a new job description, or revise the existing job description, in accordance with this article. This article does not restrict the Employer's management rights and in particular its rights to assign or change the duties of classifications or employees with written notification to the Union of substantial changes.

20.02 Posting Requirements

Posting will occur when:

- a. a new position is created,
- b. a position has been substantially changed,
- c. a permanent vacancy occurs,
- d. a temporary vacancy occurs which is expected to be of 2 months or more in duration in a classification other than the custodian classification, or
- e. an extension of two (2) months or more occurs to a temporary vacancy previously posted under part d above. For extensions of less than two (2) months, the incumbent will continue in the position.

The following procedure will be followed for all positions requiring a posting:

- a. The Employer shall draft a job posting in consultation with the Union.

- b. The posting will be distributed to all members of the bargaining unit at least ten (10) working days prior to the closing date of the job posting so that all members of the bargaining unit will know about the vacancy or new position.
- c. The Employer will mail a copy of the notice to employees on leave of absence, sick leave, vacation or lay off.

In the event of a termination or resignation of a member of the bargaining unit, the Employer shall post the former position if the Employer decides to have the former duties or part thereof performed by anyone other than the members of the bargaining unit.

For the purposes of this article, changes will be deemed substantial if:

- a. more than 35% of the number of duties changes; or
- b. more than 35% of the time assigned to the duties changes; or
- c. the posted hours of work are changed and the employee in the position does not accept the change; or
- d. both parties agree that the changes are substantial.

20.03 Job Posting Information

Job postings shall contain the following information: nature of position, hours of work, rate of pay, location of work (including building or buildings if applicable), required qualifications, required education, skills and date of closure of applications. Such qualifications may not be established in an arbitrary or discriminatory manner.

20.04 Position Candidate Selection

In selecting a candidate on a job posting the senior permanent, full-time applicant who meets the required qualifications will be given the opportunity to complete a trial period as per Article 20.05, during which his or her abilities to complete the full range of responsibilities will be assessed.

For the purposes of this clause, any member of the bargaining unit who has successfully completed the trial or probationary period for a permanent full-time position or who is a casual custodian with a seniority date before December 12, 2001 will be considered to have permanent full-time status.

In the case of any employee who does not have permanent full-time status the applicant's seniority will not apply in selection of the candidate.

Any employee who applies for a position and is not awarded the position may inquire in writing as to why he or she was not awarded the position and shall be given the reasons in writing.

The Employer shall notify the Union of the names of the applicants and the name of the successful applicant.

20.05 Trial Periods for Successful Candidates

The successful applicant shall be placed on trial for a period of forty-five (45) days worked. Conditional on satisfactory service, the appointment shall become permanent after this period. In the event the successful applicant proves unsatisfactory during the before-mentioned trial period or is unable to perform the duties of the new classification, the employee shall be returned to his or her former position without loss of seniority and wages or salary.

During the first 30 days worked of the trial period, the employee may elect to return to his or her former position without loss of seniority or wages by informing the employer in writing.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position without loss of seniority and wages or salary.

20.06 Temporary Vacancies Not Requiring a Posting

- a) Any job vacancy in the Custodian classification not requiring a posting that is expected to be for a term of less than three months and does not provide an opportunity for an increase in pay will be offered by seniority to the casual custodians.
- b) Any other job vacancy not requiring a posting shall be offered to the senior qualified employee in a position with the same or lower rate of pay first within the Department among permanent members, then within the Department among other members, and then within the bargaining unit.
- c) When a vacancy is filled under the paragraph b) above, a new vacancy may be created that might also have to be filled under that same paragraph. However, in the case of the custodian classification once two vacancies have been filled under paragraph b) any further resulting vacancies will be offered by seniority to the casual custodians.
- d) Extensions for an employee currently in a temporary vacancy filled under this Clause 20.06 will be allowed up to 75% of the original term of the temporary vacancy. Otherwise the extension will be filled in accordance with Clause 20.06.

20.07 Summer Staffing Procedure

To expedite the summer staffing process, management may hold a summer staffing meeting to fill the temporary summer positions.

20.08 Availability for Temporary Vacancies

An employee who accepts a temporary position at a higher rate of pay must be available to work at least seventy-five (75) percent of the time of the assignment.

If an employee has scheduled vacation in accordance with Article 31.04 which would prevent him or her from being available for seventy-five (75) percent of the assignment time, he or she will be given the option of rescheduling the vacation so that he or she will be available for seventy-five (75) percent of the assignment time. The employee shall receive an incentive of one (1) extra day of vacation for each week of vacation that he or she agrees to reschedule in order to meet the seventy-five (75) percent requirement.

20.09 Choice Between Multiple Temporary Positions

If an employee has the seniority to choose between two or more temporary positions including those of different durations, he or she will be offered the position of his or her choice unless the positions are in the custodian classification and for less than one week in which case the employer will assign the positions to the senior casual employees; however, if an employee chooses a position he or she will lose all rights to the other temporary positions including the ability to bump into the other positions when the chosen term is completed.

If a new temporary vacancy becomes available that extends beyond an employee's current temporary assignment or if an extension is added to an existing assignment, the employee will be entitled to the new position or extension provided the employee has seniority. However, he or she must first complete the current assignment unless the new assignment results in a higher rate of pay.

Except as provided in the previous paragraph, an employee will only be allowed to hold one temporary position at one time. However, if the employee has been assigned a temporary position, he or she will maintain all rights to his or her permanent position.

20.10 Union Notification

At each Labour Management Committee meeting, the Employer will present a list of all bargaining unit assignments, indicating in each case whether the assignment is permanent or temporary, so that its plans re the posting of positions can be discussed.

20.11 Action at End of Temporary Vacancy

When the term of a temporary vacancy has ended, the employee occupying the temporary position shall be returned to his or her former position without loss of seniority and wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position without loss of seniority and wages or salary.

20.12 Hiring Outside Bargaining Unit

The Employer reserves the right to advertise outside during the foregoing job posting procedure. Nothing herein shall prevent the Employer from hiring from outside the

bargaining unit if no permanent full-time applicant from the bargaining unit has the required qualifications and required abilities.

ARTICLE 21 - LAY-OFFS

21.01 Definition

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work below thirty-five (35) hours a week, below forty (40) hours a week in the case of security officers and stationary engineers.

21.02 Role of Seniority

In the event of a lay-off or recall, seniority within a given classification shall govern provided the senior employee has the required qualifications and required abilities to perform the work in a competent manner.

Subject to required qualifications and required abilities, classification seniority will be used to resolve work preference disputes.

In the event of a lay-off or recall, all employees within the given classification shall be notified of the upcoming layoff.

Any employee in the classification may, in writing and within one week of the notice being issued, volunteer to be laid off.

Subject to required qualifications and required abilities, employees within the classification will then be laid off in the following order. First, volunteers will be laid off in the order of seniority. Then, other employees will be laid off in reverse order of seniority.

The risk that volunteering for layoff will affect EI benefits is a risk that the volunteers accept, and is a risk for which neither the Union nor the Employer will be responsible.

Volunteers who are laid off must be available for recall and shall ensure that the Employer has current contact information at all times during the lay off period.

For the purpose of this article, a lead hand is considered to be in the same classification as the employees he or she leads.

21.03 Bumping Rights on Layoff

Provided he or she has the required qualifications and required abilities, an employee being laid off shall have the right to bump the least senior employee in any classification, including a higher paying classification, in which there is an employee with less seniority than the employee being laid off.

21.04 Bumping Rights on Job Abolishment

Notwithstanding the above paragraph and provided he or she has the required qualifications and required abilities, an employee whose position is abolished or eliminated shall have the right to bump any employee, including an employee in a higher paying classification, who has less seniority even if he or she bumps an employee who is not the least senior employee in a classification.

For the purposes of this clause, an employee's position is abolished or eliminated if 70% of an employee's work is no longer required to be done, and if there is no reasonable expectation that this work will have to be done in the future.

The employee whose position is abolished will be given a ten day trial period in the position that they bump into. During or at the end of this trial period, they shall have the right to bump the least senior employee in any classification in which there is an employee with less seniority.

21.05 Bumping Rights after being Bumped

Provided he or she has the required qualifications and required abilities, an employee being bumped shall have the right to bump the least senior employee in any classification in which there is an employee with less seniority than the employee being bumped.

21.06 Custodial Day Shift Option

Notwithstanding the above paragraphs of this article, an employee who is laid off from a position for which the normal hours of work are day shift, Monday to Friday, and who elects to bump into the custodial classification will be permitted to bump the most junior custodian in a day shift, Monday to Friday, position provided the employee being laid off has more seniority than the custodian being bumped. The custodial shift can start as early as 06:00 am.

21.07 Bumping and Lay-off Time Limits

An employee being laid off or bumped must notify the Employer within two and one-half working days of being informed of the lay off or bump that he or she intends to bump. The Employer will give three weeks' notice to any employee who will be laid off as result of the bumping process.

An employee who goes on layoff and who either did not have the opportunity to bump at the time of layoff or did not exercise his/her right to bump at the time of layoff, loses the right to bump in respect of that particular layoff.

21.08 Lay-off Notification

The Employer will notify the union President in advance of notifying employees of a lay-off.

If the union President so requests, the Employer will meet with the union President, and other members of the union Executive as he or she should determine, before giving notice of lay-off to discuss and explain where employees will be placed as per the above articles.

Unless legislation is more favourable to the employees, the Employer shall notify, at least four (4) weeks in advance, employees, except temporary employees and casual employees, who are to be laid off for a period of one (1) week or more. A notice of lay-off can be rescinded at any time before it becomes effective. A notice of lay-off can be extended at any time before it becomes effective provided written notice is given to the employee and the Union.

Layoff notices will be issued by the Human Resources Office.

21.09 Recall from Layoff

No new employees shall be hired, and no person shall be hired for twenty-one (21) hours or less per week to do work ordinarily performed by members of the bargaining unit, until those laid off, who have the required qualifications and required abilities, have been given the opportunity of re-employment. This does not apply to carpenters hired after March 10, 2003 who are laid off and choose to bump into another classification, unless the work available is for a period of two (2) continuous weeks or longer.

No employee recalled from layoff shall be paid less than four (4) hours for any day on which work was performed even if the employee did not work four (4) hours on that day. However, the employee may be required to work the full four (4) hours if the Employer so desires. The Employer will not assign such employees to split shifts.

21.10 Reinstatement

An employee who is laid off or bumped from a position shall be reinstated to his/her former position if that position becomes vacant within twelve months from the date of the lay-off or bump and would otherwise be posted in accordance with Article 20.02. This provision will cease to apply if the employee is the successful applicant for another permanent posting before the end of the twelve month period from the date of lay-off or bump.

21.11 Grounds Requirements

If the Employer requires additional persons on the grounds crew after members of that crew have bumped to the custodial classification, it will move those members of the grounds crew to grounds to do the work required.

21.12 Lay-off and Recall Grievances

Grievances concerning lay-offs and recalls in the Facilities Management Department shall be initiated at step 2 of the grievance procedure.

ARTICLE 22 - UNION NOTIFICATION OF APPOINTMENTS, ETC.

22.01 Written Notification

The Union shall be notified in writing of all appointments, extensions, hiring, lay-offs, transfers, recalls, leaves of absence and terminations of employment of all employees covered by this Agreement, monthly.

22.02 Time Keeping Data Access

The Union shall have access to the facilities management time keeping data base which will provide information regarding all employment related hours recorded for casual, term, part-time, temporary and regular employees and for students. In the event that the Union learns of a grievance when this record is provided, the time limits under the grievance procedure shall start to run when the record is provided to the Union.

ARTICLE 23 - HOURS OF WORK

23.01 Regular Hours of Work

The normal work week for all employees covered by this Agreement other than stationary engineers, utility workers (preventative maintenance), and security officers shall consist of a maximum of thirty-five (35) hours to be worked in not more than five (5) consecutive days of seven (7) hours each, Monday to Friday, 8:00 a.m. to 12:00 noon and 1:00 pm to 4:00 pm. Exceptions to the custodial, grounds, and carpentry departments are noted below.

Nothing in this Agreement guarantees any employee any particular number of hours of work per day or per week.

No seven (7) hour shift shall be spread over a period longer than eight consecutive (8) hours, with one (1) hour off for lunch.

23.02 Extended Work Week

When extra hours of work are available due to operational requirements, the Employer shall offer, by seniority, the opportunity to increase the regular hours of work to forty (40) hours per week for employees in the departments where required. The duration of these periods will be discussed by the Labour Management Committee or with the union President and another representative. At other times the Employer may offer additional hours to casual custodians by seniority.

23.03 Custodial Exceptions

Custodians in academic buildings on day shift shall normally work a thirty-five (35) hour week consisting of five (5) consecutive shifts of seven (7) hours each, Monday to Friday, commencing not earlier than 6:00 a.m. nor later than 8:00 a.m.

Custodians in residences shall normally work a thirty-five (35) hour week consisting of five (5) consecutive shifts of seven hours each, Monday to Friday, commencing not earlier than 7:00 a.m. nor later than 9:00 a.m.

Custodians in the Athletic Centre shall work a thirty-five (35) hour week, consisting of five (5) consecutive shifts of seven (7) hours each, scheduled on a rotating basis of Monday to Friday and Tuesday to Saturday. The hours of work from Monday to Friday shall be 6:00 a.m. to 2:00 p.m. The hours of work on Saturday shall be seven (7) continuous hours as required, commencing no earlier than 6:00 a.m. and ending no later than 11:00 p.m.

Custodians in academic buildings on night shift shall normally work a thirty-five (35) hour week consisting of five (5) consecutive shifts of seven (7) hours each, Sunday through Thursday, from 5:00 p.m. to 12:30 a.m., with a half hour unpaid lunch break.

The floor care specialists shall normally work an evening shift from 5:00 p.m. to 12:30 a.m.

23.04 Security Officers

The normal hours of work for full-time security officers shall be eighty (80) hours every 2 weeks based on an eight hour shift schedule. This schedule may be changed by the Employer provided one month's notice in writing is given to the Union, and provided the Union consents to the revised schedule, such consent not to be unreasonably denied.

The normal hours of work for employees from other classifications who replace Security Officers shall be a combined total of up to eighty (80) hours in a two week pay period.

23.05 Stationary Engineers

When the Heating Plant requires 24 hour coverage, the normal hours of work for stationary engineers will be composed of 28 shifts of 12 hours each spread over an eight week period. For these normal hours, each stationary engineer will be paid each pay period for 80 hours at straight time rates, four hours at overtime rates, 28 hours with the evening shift differential, and 28 hours with the night shift differential.

When the Heating Plant does not require 24 hour coverage, the normal hours of work for stationary engineers will be forty (40) hours every week consisting of five (5) consecutive day shifts of eight (8) hours each, Monday to Friday. For these normal hours, each stationary engineer will be paid each pay period for 80 hours at straight time rates.

23.06 Utility Worker (Preventative Maintenance)

The Utility Worker (Preventative Maintenance) shall normally work

- a. a maximum of thirty-five (35) hours per week, on a five (5) day seven (7) hour shift basis, when working exclusively as a utility worker within a pay period;
- b. at least seventy-two (72) hours, but not more than ninety-six (96) hours, per pay period when working exclusively as a stationary engineer within a pay period

while the Heating Plant must have staff present on a 24-hour basis, in which case he or she will receive in addition to his or her regular hourly rate a premium of 2.38% for all normal hours worked, and

- c. seventy (70) hours per pay period when working both as a utility worker and as a stationary engineer within a pay period.

23.07 Grounds Winter Exception

From the beginning of January to the end of March, the seven hour work day for one existing grounds crew position may shift to start no earlier than 06:00 am.

23.08 Carpenter Shop and Grounds Keeper Summer Hours

All full-time employees, working in the Carpenter Shop as of March 10, 2003 and the Grounds Keeper shall have the option of changing their normal hours of work to forty (40) for the period from the first Monday in May to the Friday before Labour Day each year. The normal hours of work for weeks outside of that period shall be thirty-five (35) hours per week. All eligible employees will be requested to elect their hours of work by April 1st of each calendar year and this selection will apply to the entire four (4) month period.

For all other employees who accept a posting or assignment to work in the Carpenter Shop, the normal hours of work shall be forty (40) hours per week for the period from the first Monday in May to the Friday before Labour Day each year, and thirty-five (35) hours per week for weeks outside of that period.

23.09 Abnormal Schedules

The Employer may, in exceptional circumstances, establish abnormal schedules which vary the normal hours of work for a period of time not in excess of two (2) working weeks at any one time, four (4) weeks in the case of the grounds crew during the months of April through October.

Such abnormal schedules will only be established in consultation with the employee and by giving notice to the employee no later than by the end of the previous workday. However, except as otherwise provided in Article 23, no custodian will be required on more than ten (10) days in any year to work at straight-time shifts which are not day shifts.

Except as provided above, abnormal schedules may only be established by mutual agreement.

23.10 Day/Week Definition

Unless the context otherwise suggests, a day is the 24 hour period starting and ending at midnight, and a week is the seven day period starting on Saturday and ending on Friday.

23.11 Mutually Agreed Schedule Changes

Written notice will be given to the Union of mutually agreed changes to schedules established between individual employees and their managers for extended periods of time.

ARTICLE 24 - REST AND MEAL PERIODS

24.01 Rest Periods

All employees shall be permitted two (2) fifteen (15) minute paid rest periods in a normal work day. Employees who work one-half ($\frac{1}{2}$) a normal day shall be permitted one (1) fifteen (15) minute paid rest period.

24.02 Meal Break

Excepting stationary engineers and security officers, and except as provided in article 23, there shall normally be an unpaid lunch or meal break of sixty (60) minutes in each full shift.

ARTICLE 25 - OVERTIME

25.01 Normal Overtime Rate

All hours worked by an employee in excess of the normal work week or normal work day shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

25.02 Holiday Overtime Rate

Except for security officers working a regular shift, work performed on a paid holiday shall be paid at two (2) times the employee's regular hourly rate plus pay for the statutory holiday.

25.03 Christmas Day and New Year's Day Overtime Rate

Notwithstanding anything else in this Agreement, except for security officers working a regular shift, work performed on December 25th and January 1st shall be paid at the rate of two and one-half (2-1/2) times the employee's regular hourly rate.

25.04 Working on Days of Rest

If an employee works on his or her first day of rest, the employee shall be paid at the rate of one and one-half (1-1/2) times. If the employee works on his or her second day of rest, or works overtime on a Sunday, the employee shall be paid at double time.

Any employee who works any hours on the above-mentioned days shall receive no less than four (4) hours pay at the applicable overtime rate.

25.05 Working While on Vacation

An employee who works during his or her vacation period shall be paid at double time plus one (1) day off with pay in lieu of each vacation day in which work was performed.

25.06 Banking Overtime and Time Off in Lieu

Instead of a cash payment for overtime, an employee may choose to bank overtime hours worked to a maximum of three hundred (300) hours at any one time and to receive time off at the appropriate overtime rate at a time mutually agreed upon by each party. Employees shall be allowed to maintain any overtime hours banked in excess of three hundred (300) hours as of March 10, 2003, but will not be allowed to bank additional hours until their balance is below the three hundred (300) hours limit.

An employee having three hundred (300) hours in their bank and who works overtime, may take time off in lieu of cash payment for overtime, providing it is mutually agreed and such time must be taken within the pay period that the overtime is worked.

25.07 Overtime at the End of Work

In the event that an employee is asked, prior to his or her normal quitting time, to work overtime, the provisions of Article 27.01 shall not apply to such overtime work.

Furthermore, where it is expected that no more than one (1) hour of overtime will be required immediately after the end of a normal shift to complete a piece of work, an employee on site may be asked to remain to finish the work, although the work will be distributed to those on site in accordance with Clause 25.08.

The Employer will report to the Union any occasions when overtime is assigned to casual employees under this clause. The Union will raise with the Employer any concerns the Union has about such assignments. If one year after the signing of this agreement the Union concludes in good faith that the Employer has been abusing this clause, this clause will on written notice to the Employer by the Union cease to apply to casual employees.

25.08 Overtime Distribution

Overtime shall be distributed in any given classification, except as noted below for the custodial, utility worker (general maintenance), and grounds classification, in the following manner provided the senior employee has the required qualifications and required abilities to do the work in question:

- a. first by seniority to employees with a permanent position in the classification where the overtime is offered;
- b. then by seniority to employees with a permanent position in the department where the overtime is offered;
- c. then by seniority to casual or temporary employees working in the department

where the overtime is offered; and

- d. then by seniority to the rest of the employees in the bargaining unit.

For the purposes of this article, each of the following shall be considered to be a single classification: a lead hand and the employees he or she leads; the truck driver and the truck helper; the grounds keeper and the grounds crew; the carpenter, the designated individual and the carpenter helper; and the painter and painter helper.

For the purposes of this article and article 23.01, there will be six (6) departments as follows:

- a. custodian including lead hands and floor care specialists.
- b. grounds crew, grounds lead hand, grounds keeper, truck driver, and truck helper.
- c. carpenter, carpenter helper, carpenter lead hand, locksmith, painter, painter lead hand, utility worker (general maintenance).
- d. electrician, electrician lead hand, plumber, plumber lead hand, utility worker (general maintenance).
- e. stationary engineer, stationary engineer lead hand, HVAC lead hand, utility worker (preventative maintenance), and utility worker (general maintenance).
- f. security officer.

25.09 Utility Worker (General Maintenance) Exception

In the utility worker (general maintenance) classification, preference shall be given in order of seniority to the utility worker in the department(s) to which he/she is assigned, in accordance with his/her job posting.

25.10 Custodial Exception

In the custodial classification, overtime shall first be offered in order of seniority to the custodians with a permanent posting in the building where the work is to be performed. It will then be offered following the stipulations outlined in article 25.08.

This exception will be valid year round and shall remain in effect when the custodial department moves to its reduced summer schedule and conference cleaning.

25.11 Grounds Exception

Members of the grounds crew who have bumped into the custodial classification shall be assigned overtime as if they are members of the grounds crew, with the exception of the one hour of overtime that they may be assigned at the end of a custodial shift.

25.12 Violation of Article

Any violation of this article shall result in the senior employee who files a grievance receiving payment for the lost overtime without being required to work to receive payment.

ARTICLE 26 - MEAL ALLOWANCE

26.01 Overtime Meal Allowance and Breaks

An employee required to work more than two (2) hours of overtime immediately following the end of his or her shift shall be provided either, at the employee's option, with a meal allowance of \$8.00 or, if the Jennings Dining Hall is open, with a meal ticket to Jennings. The Employer shall allow a one-half (½) hour meal break and a 15 minute rest break with pay. An additional meal allowance, rest break and meal break will be allowed for each continuous and additional four (4) hours of overtime.

26.02 Meal Allowance Prior to Shift

An employee required to work for at least two (2) hours immediately prior to his or her shift without having received at least two (2) hours notice of the need to be at work, shall be provided either, at the employee's option, with a meal allowance of \$8.00 or, if the Jennings Dining Hall is open, with a meal ticket to Jennings.

ARTICLE 27 - CALL BACK GUARANTEE

27.01 Call Back Guarantee

An employee who is called out for work after leaving the Employer's premises shall be given four (4) hours pay at the applicable overtime rate as set out in Article 25 and will only be required to perform the work for which he or she was called in.

If an employee is required to work in excess of four (4) hours, he or she will thereafter be paid at the applicable overtime rate of pay as set out in Article 25 until the employee completes his or her assignments or until the commencement of his or her next shift, whichever shall first occur.

If an employee is required to work additional time immediately prior to or immediately following his or her regular shift, he/she shall be paid only for the additional hours worked at the applicable overtime rate, and not as a callback.

ARTICLE 28 - REPORTING PAY

28.01 Reporting Pay

If an employee reports for work on his or her regularly scheduled shift, without previously having been advised not to do so, and no work is available, the employee shall be paid for his or her full shift.

ARTICLE 29 - SHIFT BONUS

29.01 Shift Bonus

Employees shall receive a seventy (70) cents per hour shift differential for 4:00 pm to midnight and a one (1) dollar per hour shift differential for midnight to 8:00 am shifts respectively for all hours worked. Shift premiums will be paid for an entire shift based on the shift in which most hours are worked.

ARTICLE 30 - PAID HOLIDAYS

30.01 Paid Holidays

An employee who has completed his or her probationary period and who is not on lay-off as a result of a reduction in the workforce, on leave of absence, or on compensation shall receive the following paid holidays at his or her normal daily rate of pay:

- a. Good Friday - Friday before Easter Sunday;
- b. Victoria Day - May 24 if Monday, if not, previous Monday;
- c. Canada Day - July 1, but July 2 if July 1 is a Sunday and July 3 if July 1 is a Saturday;
- d. New Brunswick Day - First Monday in August;
- e. Labour Day - First Monday in September;
- f. Thanksgiving Day - Second Monday in October;
- g. Remembrance Day - November 11 but, except for stationary engineers, the preceding Friday or following Monday as determined by the University's academic schedule if November 11 is a Saturday or Sunday;
- h. Christmas/New Years - December 23rd when it is a Monday, Wednesday, Thursday, or Friday; any Monday, Tuesday, Wednesday, Thursday or Friday between December 24 and January 1, inclusive; and January 2nd when it is a Tuesday, Wednesday, Thursday, or Friday. See the chart below.

	<u>If Christmas Falls on a</u>					<u>Holidays Falls on</u>				
	M	T	W	T	F	M	T	W	T	F
Sunday.....					23	26	27	28	29	30
Monday.....	25	26	27	28	29	1	2			
Tuesday.....	24	25	26	27	28	31	1	2		
Wednesday.....	23	24	25	26	27	30	31	1	2	
Thursday.....			24	25	26	29	30	31	1	2
Friday.....			23	24	25	28	29	30	31	1
Saturday.....				23	24	27	28	29	30	31

30.02 Custodial Night Shift Exception

Notwithstanding any other provisions in this article of the collective agreement, for custodians in night shift positions

- a. Good Friday will not be a paid holiday but Easter Sunday will be a paid holiday.
- b. Victoria Day will not be a paid holiday but the previous Sunday will be a paid holiday.
- c. If Canada Day falls on a Monday, Canada Day will not be a paid holiday but the previous Sunday will be a paid holiday. If Canada Day falls on a Friday or a Saturday, Canada Day will not be a paid holiday but the following Sunday will be a paid holiday.
- d. New Brunswick Day will not be a paid holiday but the previous Sunday will be a paid holiday.
- e. Labour Day will not be a paid holiday but the previous Sunday will be a paid holiday.
- f. Thanksgiving Day will not be a paid holiday but the previous Sunday will be a paid holiday.
- g. If Remembrance Day falls on a Monday, Remembrance Day will not be a paid holiday but the previous Sunday will be a paid holiday. If Remembrance Day falls on a Friday or Saturday, Remembrance Day will not be a paid holiday but the following Sunday will be a paid holiday;

- h. If Christmas Day falls on a Sunday, neither December 23rd nor 30th will be paid holidays, but December 22nd and 25th will be paid holidays. If Christmas Day falls on a Monday, neither December 29th nor January 2nd will be paid holidays, but December 24th and 31st will be paid Holidays. If Christmas Day falls on a Tuesday, neither December 28th nor January 2nd will be paid holidays, but December 23rd and 30th will be paid holidays. If Christmas Day falls on a Wednesday, neither December 27th nor January 2nd will be paid holidays, but December 22nd and 29th will be paid holidays. If Christmas Day falls on a Thursday, neither December 26th nor January 2nd will be paid holidays, but December 23rd and 28th will be paid holidays. If Christmas Day falls on a Friday, neither December 25th nor January 1st will be paid holidays, but December 22nd and 27th will be paid holidays. If Christmas Day falls on a Saturday, neither December 24th nor 31st will be paid holidays, but December 22nd and 26th will be paid holidays.

30.03 Canada Day Exception

Notwithstanding Article 30.01 Canada Day shall be observed on July 1st for stationary engineers when the Heating Plant is in full operation and they are working twelve hour shifts.

30.04 Stationary Engineer Exception

December 25, December 26, and January 1 are always paid holidays for stationary engineers. However, notwithstanding Article 30.01, for this classification when December 24th falls on a Thursday, the previous Wednesday shall not be a holiday; when December 24th falls on a Friday, neither that day nor the previous Thursday nor the following Wednesday shall be a holiday; and when December 24th falls on a Saturday, neither the previous Friday nor the following Wednesday shall be a holiday.

When the Heating Plant is in full operation and Stationary Engineers are working 12-hour shifts, they will receive in addition to their regular pay the following amounts: If their regular schedule does not call for them to work on the holiday they will be paid, at their regular hourly rate, for eight (8) hours. If their regular schedule calls for them to work on the holiday for fewer than eight (8) hours they will be paid, at their regular hourly rate, for eight (8) hours less the hours their regular schedule called for them to work. If they work on the holiday, whether they were scheduled or not, they will be paid, at the appropriate holiday overtime rate, for the number of hours worked.

30.05 Security Officer Exception

Security officers will receive 12% of their normal wages in lieu of any other benefit under this article.

30.06 Christmas/New Years Holidays for Laid Off or Casual Employees

Laid off or casual employees will be paid for holidays during the Christmas period if they work 12 days in December.

ARTICLE 31 - PAID VACATIONS

31.01 Vacation Entitlement

Every employee in the bargaining unit who, on June 30th of any year, has seniority of

- a. less than one year shall be entitled to a vacation with pay calculated at the rate of one (1) hour for each twenty-one and two-thirds (21-2/3) hours of service in the vacation year then ending;
- b. one (1) year, but less than eight (8) years, shall be entitled to a vacation with pay calculated at the rate of one (1) hour for each seventeen and one-third (17-1/3) hours of service in the vacation year then ending;
- c. eight (8) years, but less than eighteen (18) years shall be entitled to a vacation with pay calculated at the rate of one (1) hour for each thirteen (13) hours of service in the vacation year then ending;
- d. eighteen (18) years but less than thirty (30) years shall be entitled to a vacation with pay calculated at the rate of one (1) hour for each 10.4 hours of service in the vacation year then ending;
- e. thirty (30) years or more shall be entitled to a vacation with pay calculated at the rate of one (1) hour for each eight and two-thirds (8-2/3) hours of service in the vacation year then ending.

For an employee who works variable hours of work or who works less than full-time hours, his/her vacation entitlement shall be prorated according to the hours of service in the vacation year then ending or hours taken as vacation. For the purpose of this article, service is defined as all hours paid by the Employer excluding overtime.

The vacation year shall be July 1st to June 30th.

31.02 Statutory Holidays within Vacation Period

Should a paid statutory holiday as contemplated in Article 30 hereof fall within an employee's vacation period, such paid statutory holiday shall be taken by the employee at a time mutually agreeable to him or her and the Employer.

31.03 Vacation Entitlement on Termination

An employee terminating employment at any time in the vacation year, prior to using his or her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

31.04 Vacation Scheduling

Employees must submit vacation requests in writing by April 1st. The Labour Management Committee will review the vacation schedule before it is posted. Vacation

schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Vacations shall commence immediately following an employee's regularly scheduled days off.

All vacations shall be granted during the months of June, July and August if so requested by April 1st and shall be scheduled on the basis of seniority.

At the request of an employee, vacations can be scheduled so that the employee can have an unbroken period of vacation of at least twenty (20) working days, provided the employee has sufficient vacation credits to cover that period, operations are not restricted, and the employee realizes the restrictions on temporary postings as per Article 20.08. Such a request will not be unreasonably denied.

31.05 Carpenter Shop Exception

Any employee who was not a permanent employee as of March 10, 2003 and who accepts a position in the Carpenter shop will only be allowed to take a maximum of ten (10) working days vacation during the period from the first Monday in May to the Friday before Labour Day.

All permanent employees working in the Carpenter Shop as of February 3, 2006, will be offered an incentive for any vacation time that they use outside of the period from the first Monday in May to the Friday before Labour Day, of one (1) additional day of vacation for every five (5) days of vacation so scheduled.

ARTICLE 32 - BENEFIT PLANS AND POLICIES

32.01 Benefits

The Employer agrees to keep available to all employees the health and dental group plans, accidental death and dismemberment insurance, life insurance and the long term disability plan on the same basis as the said plans are presently made available to employees including all current stipulations as to eligibility for coverage and payment of premiums.

The Union understands that an employee's right to participate in, or continue to participate in, the LTD plan depends on the Employer's contract with the insurer.

The Employer will supply the Union with several copies of its life insurance policy, its voluntary personal accident insurance policy, its academic fee discount policy, and its contract which determines the health and dental coverage of employees.

The Employer will provide the dental plan introduced effective September 1, 2008 to eligible members of the bargaining unit. The Employer will pay 85% of the premium cost of the plan.

32.02 Academic Fee Discount

The Employer will not change its academic fee discount policy so as to adversely affect employees without the consent of the Union. The Employer agrees to give the benefits of the academic fee discount policy to persons who retire from the bargaining unit. The employer also agrees to continue this benefit to the dependants of any employee who becomes deceased while in the employ of the employer.

Subject to the eligibility requirements stated in the academic fee discount policy, employees who do not work at least 1820 hours in a calendar year will receive remission of tuition fees during the academic year (July 1 to June 30) in respect of courses taken by eligible dependents as follows:

- a. 0% if the employee has worked less than 607 hours during the calendar year ending in the current academic year (i.e. in respect of courses taken in the academic year beginning July 1, 2006 and ending June 30, 2007, an employee who has worked less than 607 hours from January 1, 2006 to December 31, 2006 will not be eligible to receive a discount).
- b. 50% if the employee has worked more than 606 hours and less than 1365 hours during the calendar year ending in the current academic year (i.e. in respect of courses taken in the academic year beginning July 1, 2006 and ending June 30, 2007, an employee who has worked more than 606 hours and less than 1365 hours from January 1, 2006 to December 31, 2006 will receive a 50% discount).
- c. 100% if the employee has worked more than 1364 hours during the calendar year ending in the current academic year (i.e. in respect of courses taken in the academic year beginning July 1, 2006 and ending June 30, 2007, an employee who has worked more than 1364 hours from January 1, 2006 to December 31, 2006 will receive a 100% discount).

32.03 Severance Pay

An employee who retires, or who terminates after at least 10 years of service, shall receive on retirement or on termination 5 days' pay for each year of service to a maximum of 150 days.

If during the preceding year the employee was working in or on leave or layoff from a position with normal hours of work of 35 hours per week for part of the year and 40 hours per week for the remainder of the year, for the purposes of this clause the number of hours used to calculate the employee's day's pay will be the sum of

- a. seven (7) hours times the total weeks during which the employee's normal hours were thirty-five (35) hours per week, and
- b. eight (8) hours times the total weeks during which the employee's normal hours were forty (40) hours per week

divided by 52.

32.04 Continuation of Health/Dental Insurance

An employee who retires early between age 60 and age 65 because of an illness or other disability may continue coverage under the health and dental plans until age 65, subject to the Employer's contract with the insurance carrier. The employee will participate in the Employer's plan for inactive employees. The Employer will pay half the cost of health coverage and the full cost of basic dental coverage until the employee reaches age 65.

32.05 Athletic Memberships

The Employer shall provide each year to any employee on request an annual individual premium membership to the Physical Recreation and Athletic Centre at no cost to the employee. This includes access to the new fitness centre.

32.06 Personal Accidental Insurance Plan

A full-time, regular employee and a full-time employee, who is on probation, may join the Employer's Voluntary Personal Accidental Insurance plan.

All premiums under this plan shall be paid by the employees covered.

The plan may be amended as the Employer deems is in the best interest of all participants provided the Union is consulted in advance.

32.07 Term Life Insurance

The Employer will provide each member of the bargaining unit with \$25,000 of term life insurance, the premiums for which are to be paid 100% by the Employer.

32.08 Policies and Procedure Manual

An up-dated Policies and Procedure Manual will be developed by the Employer with input by the Union through the Labour-Management Committee. A copy of the Manual will be given to each employee. In circumstances where there are any conflicts between this collective agreement and the Policies and Procedures Manual, this collective agreement will take precedence.

ARTICLE 33 - SHORT TERM SICK LEAVE

33.01 Casual/Temporary/Term Employee Sick Leave

The sick leave plan under which an employee banks a day and one-quarter per month to a maximum of 150 days shall be maintained for casual employees, who have seniority dates of November 1, 1996, or later and who have never held permanent positions, and for temporary and term employees.

33.02 Sick Leave Entitlement

Other employees shall have sufficient sick leave entitlements to provide pay for their normal hours of work for 15 weeks.

33.03 Sick Leave Payment Termination

Sick leave payments shall terminate on the earliest of:

- a. the date of retirement;
- b. the date of lay off, separation of employment or end of a period of work where notice of the lay off, the separation of employment or the end of the period of work was given before the onset of the disability;
- c. in the case of the plan provided in article 33.01, the date the sick leave bank is exhausted; or
- d. in the case of the plan provided in article 33.02, the date when 15 weeks of sick leave payments have been made.

33.04 Returning to Work after Article 33.01 Sick Leave

An employee in the plan provided by Article 33.01 who returns to work following a sick leave shall be entitled immediately to draw on his or her sick leave bank both for new disabilities and for the reoccurrence of the disability which resulted in the sick leave.

33.05 Returning to Work after Article 33.02 Sick Leave

An employee in the plan provided by Article 33.02 who returns to work following a sick leave shall be entitled immediately to sick leave benefits for new disabilities and shall be entitled after three months to sick leave benefits for a reoccurrence of the disability which resulted in the sick leave.

Nevertheless, during the first three months after return to work such an employee who has a reoccurrence of the disability which resulted in the sick leave shall be entitled to sick leave, top up and secondary sick leave benefits until the total of all sick leave, top-up or secondary sick leave benefits paid by the Employer for that disability equals 130 times the employee's regular daily pay.

33.06 Supplementary Sick Leave Plan

The Employer will implement a supplementary unemployment benefit plan for sickness for employees in the plan provided by Article 33.02. A sick employee will apply for employment insurance benefits so that the waiting period for those benefits is served during the last two weeks of payments under the Employer's sick leave plan. The Employer will top up employment insurance sick benefits to the maximum permitted in SUB plans until the earlier of:

- a. the end of the illness; or

- b. the end of the employment insurance sick benefits; or
- c. for an employee in the Employer's long-term disability plan, the date the employee has been disabled within the meaning of the long term disability plan for 180 calendar days.

33.07 Secondary Sick Leave Plan

The Employer will adopt a secondary sick leave plan for employees in the plan provided by Article 33.02 to cover those employees once payments under the SUB plan end. The plan will be such that the total payments to be received from the Employer as sick leave, under the SUB plan, and under the secondary sick leave plan equal 130 times the employee's regular daily pay. However, secondary sick leave payments for an employee in the Employer's long-term disability plan will end when the employee has been disabled within the meaning of the long term disability plan for 180 calendar days.

33.08 Pension Plan Credit

To the extent it can do so, the Employer will give credited service under its pension plan, will give credit for earned vacation, and will give credit in the calculation of seniority, for any periods of time during which an employee receives sick leave, SUB top-up or secondary sick leave payments.

33.09 Part-time Employees Sick Leave

Short-term sick leave, SUB plan and secondary sick leave benefits for part-time employees shall be as for full-time employees, except that pay shall be prorated.

33.10 Medical Evidence Requirement

The Employer may request medical evidence from employees who have been absent for five (5) continuous days to verify an illness or injury or who have demonstrated a history of problems in attending work regularly. If such a request is made, it shall be made prior to the leave and the employee concerned shall provide such evidence. The Employer may also request medical evidence that an employee is able to continue work following a period of leave.

33.11 SUB Plan and Secondary Sick Leave Payment Termination

Notwithstanding anything in this Agreement, SUB plan and secondary sick leave payments to an employee shall cease upon the termination of his or her employment whether through retirement or otherwise.

33.12 Workers' Compensation

In this clause an injury is an injury within the meaning of the Workers' Compensation Act, and includes the recurrence of an injury. Where an injury to an employee results in an absence from work beyond the day of the injury and the employee is entitled to receive compensation under the Workers' Compensation Act as a result of that injury and

absence, and where the absence extends more than three working days beyond the day of the injury, the employee shall not receive, except as provided in this clause, any income from the Employer, in respect of those three days or the remainder of the absence, including but not limited to paid sick leave, paid vacation or other paid leave.

However, to the extent it is able to do so without causing the employee to have his or her compensation under the Act reduced or eliminated and without causing LTD payments to other employees to be subject to income tax, for up to one year and while the absence continues as a result of the injury the Employer will pay the full cost of the employee's health coverage, dental coverage, AD&D insurance, academic fee discount, life insurance and long term disability insurance, and will make the employee's pension contributions.

The Employer will, until a decision is received from the Workplace Health, Safety and Compensation Commission to a maximum of one year, advance compensation payments to the employee every two weeks, including payments in respect of the first three working days following the day of the injury if and when the employee is absent from work long enough to receive compensation from the Commission for those three days. Any compensation payments from the Commission which have been so advanced shall be assigned to the Employer by the employee. If the claim is approved, the Employer shall no longer advance the amount of the compensation payments and the employee will no longer assign compensation payments to the Employer.

Nothing in this article prevents the employee from being paid after the injury for work done before the injury.

ARTICLE 34 - LEAVES OF ABSENCE

34.01 Leave for Union Business

The Employer will grant a leave of absence without pay to an employee to attend official Union conventions, provided that the Union indicates the dates and the employee designated to attend as early as possible, with at least two weeks' notice to the Employer in writing and naming the employee for whom leave is desired. Subject to operational requirements, the employer may grant a leave of absence without pay to an employee to attend other official union business. This leave without pay will not be unreasonably denied.

34.02 Bereavement Leave

In the event of the death of the employee's relative, an employee will be granted time-off with pay on the following basis:

- a. In the event of the death of an employee's spouse, son or daughter, an employee will be granted up to a maximum of five (5) days off with pay.
- b. In the event of the death of an employee's father, mother, sister, sister-in-law, brother, brother-in-law, grandparents, grandchildren, mother-in-law or father-in-law, an employee will be granted up to a maximum of three (3) days off with pay.

- c. In the event of the death of an employee's niece, nephew, aunt or uncle, an employee shall be granted one (1) day off with pay for the purpose of attending the funeral.

To be entitled to such time off with pay, the employee must not be on sickness, leave of absence, compensation, lay-off or holidays. When an employee on vacation leave is eligible for bereavement leave under this article, the vacation leave will be displaced by bereavement leave.

The said days off with pay must be taken within a seven (7) calendar day period in the first case, and five (5) calendar days in the second and third cases, immediately following the death of such person, and for which the said employee has been scheduled to work. Such days off with pay shall be for the purpose of attending the funeral or making funeral arrangements.

An employee entitled to bereavement leave under this article may apply for an additional paid leave of up to two days if the additional leave is required for the purpose of travel to or from the funeral. Such an application will not be denied unreasonably.

34.03 Time-off for Funerals

Members of the bargaining unit shall receive up to three (3) hours to attend a funeral if permission is granted by the Employer, and such permission shall not be unreasonably withheld.

34.04 Maternity Leave

Maternity leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy based only on the fact of pregnancy.

A pregnant employee wishing to take maternity leave shall advise the Employer four (4) months prior to the probable delivery date or as soon as her pregnancy is confirmed, whichever is later. In the absence of an emergency, the employee shall give two (2) weeks notice prior to commencing her maternity leave.

Maternity leave shall cover a period up to seventeen (17) weeks beginning no earlier than eleven (11) weeks prior to the probable delivery date.

During a period of maternity leave, the Employer will supplement Employment Insurance (EI) maternity benefits. For employees who have worked at least 1365 hours during the twelve (12) months immediately prior to the start of the maternity leave, the Employer shall pay 95% of the employee's salary for the two week waiting period (if applicable) and 40% of the employee's salary (to a maximum of 95% of the employee's salary when combined with the EI weekly benefit) for an additional fifteen (15) weeks. For employees who have not worked at least 1365 hours during the twelve (12) months immediately prior to the start of the maternity leave, the Employer shall pay 95% of the employee's average weekly salary for the two week waiting period (if applicable) and 40% of the employee's average weekly salary (to a maximum of 95% of the employee's average

weekly salary when combined with the EI weekly benefit) for an additional fifteen (15) weeks. Average weekly salary means the average of the employee's weekly salary during the twelve (12) months immediately prior to the start of the maternity leave. The employee must be in receipt of EI maternity benefits to qualify for these supplemental payments.

Supplemental maternity benefits will end when an employee's employment ends. They will not be made to employees during any period that the employee would normally be laid off.

During a period of maternity leave, the Employer shall continue to pay its share of health, dental and life insurance premiums.

On return from maternity leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in an equivalent position in her department.

34.05 Child Care Leave

Child care leave shall be granted to an employee who is the natural parent of a newborn or unborn child or who is adopting or has adopted a child.

An employee wishing to take child care leave shall provide the Employer with four (4) weeks written notice of the commencement date and duration of the leave. Where the mother is not an employee, the father shall provide the Employer with a medical certificate specifying the probable date of delivery or the date upon which the birth has occurred.

An employee who is an adoptive parent intending to take child care leave shall:

- a. provide the Employer with proof that a child has been or will be placed with the employee for the purpose of adopting.
- b. notify the Employer of the commencement date and duration of the leave on being made aware of the date of placement with the employee for adoption.
- c. in the absence of an emergency, provide the Employer with four (4) months notice before the anticipated day on which the child will come into the employee's care and custody.

Child care leave shall cover a period of up to thirty-seven (37) consecutive weeks or such shorter period as the employee requests so as to enable the employee to care for the child. This leave shall be unpaid. It shall begin not earlier than the date on which the newborn or adopted child comes into the care and custody of the employee and end no later than fifty-two (52) weeks after that date. Where both parents are employees, child care leave may be shared by the parents but the leave may not exceed thirty-seven (37) weeks in total, regardless of how it is divided. Each parent's child care leave must be taken in a consecutive manner.

Where a natural mother intends to take child care leave in addition to a maternity leave, except if the newborn is hospitalized when an employee's maternity leave expires, the employee is required to commence the child care leave immediately on expiration of the maternity leave unless the Employer and employee otherwise agree. The combined maternity leave of seventeen (17) weeks and child care leave of thirty-seven (37) weeks taken by one or both parents cannot exceed more than fifty-two (52) weeks.

During a period of child care leave, the Employer shall continue to pay its share of health, dental and life insurance premiums.

On return from child care leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, the employee shall be placed in an equivalent position in his/her department.

34.06 Full-time Study at Mount Allison

Members of local 2338 with 5 years of seniority desiring a leave of absence without pay for one year to take courses at Mount Allison on a full-time basis, and who have been admitted to study at Mount Allison on a full-time basis, may submit a written request to the Human Resources office for reasonable consideration by the Employer.

If the leave is approved, the Employer shall reimburse all tuition costs in respect of courses which have been successfully completed. Employees retain their seniority when on educational leave.

34.07 Leave of Absence Without Pay Requests

Subject to operational requirements, the Employer will grant a leave of absence without pay to an employee who requests such leave in writing.

An employee who is on a leave of absence, requested by the employee so the employee could work at another job, shall not accumulate any seniority after six months of leave. This provision does not apply if the leave of absence is requested for any other reason.

34.08 Impassable Roads

An employee prevented from reporting to work because of roads that have been declared impassable by the RCMP/Department of Transportation will not suffer any loss of pay on account of such absence.

ARTICLE 35 - PAY FOR NEGOTIATIONS

35.01 Negotiation Pay

The Employer shall pay for time spent in negotiations with the Employer for normal straight time hours lost for a maximum of six (6) persons until an application for a conciliation officer is made.

ARTICLE 36 - BLOCK RELEASE PROGRAM

36.01 Participation Agreement

The Employer agrees to participate in the Block Release Program as instituted by the Department responsible for Training of New Brunswick. Upon the direction of the Employer, employees who are working in a particular trade may be chosen to attend the Block Release Program. The Employer agrees to reimburse the employee the difference between his or her normal wages and the monies paid to him or her by the program while attending any of the training blocks.

36.02 Reimbursement after Failure

Should any employee fail any of the blocks of the program and is allowed to return to attend the block or to rewrite a qualification exam, the Employer will not reimburse the employee nor pay his or her normal wages.

36.03 Employment Agreement

Upon the successful completion of the Block Release Program, an employee shall enter into an employment agreement for a twenty-four (24) month period of guaranteed employment with the Employer.

36.04 Wage Rates

If an employee is in the process of completing a block release program in his or her classification the Employer will pay wages consistent with the Department of Labour's percentage schedule.

ARTICLE 37 - TRAINING COURSES

37.01 Training Posting

The Employer shall post, on the bulletin boards listed in Article 46, notice of any training courses and experimental program for which it wishes to select employees. This notice shall contain the following information: type of course (subjects and material covered); time, duration, and location of the course; and the required qualifications and required abilities of applicants. This notice shall be posted for a minimum of five (5) working days.

37.02 Training Selection

In selecting an applicant for this posting, required qualifications, required abilities and seniority shall apply. When qualifications and abilities are relatively equal, seniority shall prevail.

37.03 Pay and Expenses

The employee shall receive pay for his or her normal hours of work for the duration of the course, and shall receive compensation for any necessary expenses.

ARTICLE 38 - GAS MILEAGE

38.01 Gas Mileage

Provided the Employer agrees that the use of the vehicle is necessary, gas mileage shall be given to the members of the bargaining unit that have need of their vehicles to carry out their normal duties during working hours. Mileage rates shall be given at the Employer rate.

ARTICLE 39 - JURY DUTY

39.01 Jury Duty

An employee who is called for jury duty or subpoenaed as a witness, other than as a witness in an arbitration proceeding conducted pursuant to this Agreement, will receive for each period of absence from work resulting the difference between pay lost, computed at the employee's normal daily rate of pay, and the amount of jury duty or witness fees to be received, provided that the employee furnishes the Employer with a certificate of service showing attendance and the amount of jury or witness fees received or to be received.

ARTICLE 40 - PENSION PLAN

40.01 Pension Plan

The Employer agrees to keep available to all employees the pension plan on the same basis as the said plan is presently made available. The Employer shall provide full reports to the Union on all details of the plan and the performance of the pension fund.

40.02 Employee Contributions and Formula

Notwithstanding the previous paragraph, employee contributions under the pension plan will be 4% of earnings effective November 1, 1996, and the pension formula will be changed from 1.33% to 1.4% of an employee's final average earnings for each year of service on and after July 1, 1996.

40.03 Final Average Earnings

Final average earnings will be changed effective July 1, 1999 to mean the average annual earnings of a plan member during the five years of continuous service ending on that member's date of retirement.

ARTICLE 41 - CLOTHING ALLOWANCE

41.01 Annual Clothing Allowance

The Employer will provide an annual clothing allowance account for each fiscal year for the use of each employee who has completed the probationary period except for Security Officers. No employee shall receive a clothing allowance allotment more than once per calendar year. The present practice of ordering the clothing shall continue.

41.02 The Amount of the Allowance

The full clothing allowance is \$200.00.

For each employee, the clothing allowance will be calculated as follows:

- a. On initially being hired, an employee who has completed the probationary period will be entitled to the full allowance regardless of the time worked.
- b. If an employee worked 910 hours or less during the preceding May 1 to April 30, he or she will be entitled to 50% of the full clothing allowance.
- c. If an employee worked more than 910 hours but less than 1365 hours during the preceding May 1 to April 30, he or she will be entitled to an allowance equal to the full clothing allowance times the number of hours worked divided by 1820.
- d. If an employee worked at least 1365 hours during the preceding May 1 to April 30, he or she will be entitled to the full clothing allowance.

41.03 Requirement to Wear Uniforms

The Union agrees that uniforms as required by the Employer will be worn by each member of the bargaining unit.

41.04 Damaged Clothing

The Employer will also provide clothing and footwear on a replacement basis for those items which become damaged or soiled beyond repair as a direct result of an extraordinary dirty job or project subject to the approval of the Director of Facilities Management. The damaged item will be given to the employee's direct manager.

41.05 Security Officers

Security officers will receive two (2) pairs of pants, summer and winter shirts, ties and gloves annually. They will also receive summer and winter coats, summer and winter hats, and raincoats as required on a replacement basis. The present practice of ordering the clothing shall continue.

ARTICLE 42 - PAYMENT OF WAGES AND ALLOWANCES

42.01 Pay Rates

The Employer shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

If a new classification is created or the duties of a classification are substantially changed, the rate of pay will be established by agreement of both parties or, if there is no agreement, by a Board of Arbitration.

42.02 Pay Days

The Employer shall pay wages every second Thursday for the two (2) week period ending on the previous Friday at midnight.

42.03 Itemized Statements

On each pay day, each employee shall be provided with an itemized statement of his or her wages, overtime and other supplementary pay and deductions. If the Employer makes an error in the pay of an employee, the error will be corrected within 2 working days if requested.

42.04 Overtime Payment

Notwithstanding the above, the Employer may pay for overtime hours worked on the last day of the above-noted two (2) week period on the third (3rd) Thursday following the end of the period.

42.05 Provincial Trade Licence

For the Plumbing, Electrical, and Stationary Engineer trades, the Employer will reimburse an employee's annual provincial trade licence fees on presentation of proof of payment.

ARTICLE 43 - PAYMENT FOR DOING WORK OF OTHER EMPLOYEES

43.01 Pay for Work of Higher Paid Employee

Where an employee, at the Employer's request, does the work of a higher paid employee in the bargaining unit for a full shift or shifts he shall receive the pay of the higher-rated job for all work so done.

43.02 Pay for Work of Employee Outside Bargaining Unit

Where an employee, at the Employer's request, does the work of a higher paid employee outside the bargaining unit for a period of more than two (2) days, he or she shall receive his or her own regular wages plus a premium of ten (10) percent thereof, for all the work so done.

43.03 Pay for Work of Lower Paid Employee

Where an employee, at the Employer's request, does the work of a lower paid employee when his regular job has not been abolished, the employee shall continue to receive his or her regular wages, except in the case of a demotion or lay-off.

ARTICLE 44 - CONTRACTING OUT

44.01 Contracting Out Agreement

The Employer agrees that during the term of this Agreement, no member of the bargaining unit shall be laid off due to contracting out of work normally done by bargaining unit employees. The Employer further agrees that during the term of this Agreement, the Employer will not use employees of any contractor who is performing capital work to do work that is normally and historically done by bargaining unit employees. The Employer further agrees not to have employed contractor employees that will prevent the recall of laid off bargaining unit employees, or the hiring of new or replacement bargaining unit employees, whether on a full-time or a part-time basis, to do work that is normally and historically done by bargaining unit employees. The Employer further agrees not to have any contractor employee perform the duties of any bargaining unit employee who has had his or her employment severed for any reason. If the immediately previous sentence would prevent the Employer from contracting out work, 1) during a five (5) week period while the Employer is in the process of selecting an employee to perform the duties or 2) when there are bona fide reasons which the Employer believes gives it justification for not filling the position, the Union shall consider a reasonable request from the Employer for the Union's consent to the contracting out of the duties of the severed employee.

44.02 Arbitration Board Costs

If an arbitration board decides that the Employer violated this article, the Employer will pay the full cost of the arbitration board. If the same board decides that in some instances the Employer violated the article, and in other instances the Employer did not violate the article, the percentage of instances in which the Employer violated the article will be determined. The Employer will then pay that percentage of the costs of the arbitration board plus half of the remainder of the board's costs. Thus, if the Employer is found to have violated the agreement in half the cases, the Employer will pay 75% of the costs of the board.

ARTICLE 45 - TECHNOLOGICAL CHANGE

45.01 Definition

Technological change is a change in the Employer's operation directly related to the introduction of methods, equipment or material which will result in changes in the employment status or working conditions of employees.

45.02 Introduction

Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

45.03 Notice

The Employer will give the Union written notice of a technological change as soon as possible but no less than 4 months prior to the date the change is to be implemented. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected when the technological changes are introduced.

45.04 Training

If as a result of a technological change the Employer requires an employee to undertake additional training, the training will be given at the Employer's expense and during the regular hours of work without loss of pay to the employee.

45.05 Transfer and Lay-Off

If an employee's position is rendered redundant as a result of technological changes or if an employee is unable to adapt to technological changes, the provisions of Article 21 shall apply. No new employee shall be hired before those employees affected by the change or lay-off have been allowed a reasonable period to acquire knowledge or skill to retain their employment.

45.06 Effects of Technological Change

The Employer agrees to address and review the effects of technological change through the forum of the Labour Management Committee and shall provide this committee with all necessary data and information it requires to effectively deal with such changes.

ARTICLE 46 - BULLETIN BOARDS

46.01 Bulletin Boards

The Employer shall provide a bulletin board in each staff room used by employees upon which the Union shall have the right to post notice of meetings and of Union business.

ARTICLE 47 - INTERPRETATION

47.01 Interpretation

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used if this is required in the context.

ARTICLE 48 - STRIKES AND LOCK-OUTS

48.01 Strikes and Lock-outs

The parties agree that there shall be no strike as defined in the Industrial Relations Act and no lock-out as defined in the Industrial Relations Act as long as this Agreement remains in effect.

ARTICLE 49 - TERMINATION

49.01 Agreement Term

This Agreement shall be in effect for a term beginning the first day of July, 2008, and ending on the 30th day of June, 2011, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration of this Agreement or any renewal thereof.

49.02 Continues In Force

Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect to a renewal, amendment or substitution hereof, or until such time as the parties are authorized to declare a strike or lock-out under the Industrial Relations Act, provided that this Agreement may be further extended from time to time by mutual agreement.

ARTICLE 50 - MUTUALLY AGREED CHANGES

50.01 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in writing shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

ARTICLE 51 - NO PYRAMIDING

51.01 No Pyramiding

The parties agree that there shall be no pyramiding of any premium pay and benefits under this Collective Agreement, i.e. benefits due to overtime, call-outs, night-shift premiums, etc. This article does not prevent an employee from receiving a shift differential for hours worked on overtime.

ARTICLE 52 - RETROACTIVE PAY

52.01 Retroactive Pay

Notwithstanding Article 49.01, the only benefits conferred by this Agreement which are to be considered as retroactive to the signing date hereto are those conferred by Article 42.01, if any, in respect to rates of pay for normal hours of work and overtime hours worked.

IN WITNESS WHEREOF the parties hereto set their hands this _____ day of January, 2009.

FOR THE EMPLOYER

Robert Campbell
President and Vice-Chancellor

David Stewart
Vice-President, Administration

Robert MacCormack
Director of Facilities Management

Katherine DeVere-Pettigrew
Human Resources Consultant

Audrey Kenny
Manager, Custodial Services

FOR THE UNION

Marcos Salib
CUPE Representative

Lorena LeBlanc
President

Tammy Wheaton
First Vice-President

Bruce Phinney
CUPE Member

Heather McGlashing
Recording Secretary

Peter Hastie
Second Vice-President

Mike O'Neal
CUPE Member

SCHEDULE "A"			
	3%	2.5%	2%
CLASSIFICATIONS	July 1, 2008	July 1, 2009	July 1, 2010
Bus Driver	16.71	17.12	17.47
Carpenter	20.53	21.04	21.46
- designated individual	19.51	20.00	20.40
Carpenter Helper	16.90	17.32	17.67
Carpenter Lead Hand	21.29	21.82	22.26
Custodian	15.79	16.18	16.51
Custodian Lead Hand	16.51	16.92	17.26
Floor Care Specialist	16.36	16.77	17.10
Electrician	22.50	23.06	23.52
Electrician Lead Hand	23.33	23.91	24.39
Ice Maker	17.17	17.60	17.95
Ice Maker Lead Hand	17.90	18.35	18.72
Grounds Crew	16.48	16.89	17.23
Grounds Crew Lead Hand	17.17	17.60	17.95
Grounds Keeper	16.79	17.21	17.55
Heating & Ventilation System Lead Hand	22.23	22.78	23.24
Locksmith	20.34	20.85	21.27
Night-shift Mechanic	17.89	18.34	18.71
Painter (licenced)	17.89	18.34	18.71
Painter Helper	16.48	16.89	17.23
Painter Lead Hand	19.51	20.00	20.40
Plumber	21.97	22.52	22.97
Plumber Lead Hand	22.75	23.32	23.79
Security Officer	17.53	17.97	18.33
Stationary Engineer	21.41	21.95	22.39
Stationary Engineer Lead Hand	22.23	22.78	23.24
Traffic Officer	15.82	16.22	16.54
Transportation Officer	23.33	23.91	24.39
Truck Driver	17.06	17.48	17.83
Truck Helper	16.48	16.89	17.23
Utility Worker (general maintenance)	17.89	18.34	18.71
Utility Worker (preventive maintenance)	21.41	21.95	22.39

Letter of Understanding
Bargaining Unit Work

The parties agree that a joint committee will continue to meet and put forward recommendations regarding any work that is presently being contracted out and could reasonably and effectively be done by members of the bargaining unit.

The committee will attempt to establish parameters on bargaining unit work, and may explore training opportunities for some specialized work.

In order to facilitate this process, the union shall be allowed to review all relevant facilities management contracts as well as continue to review the A & R Project List for Academic and Residence Projects.

Robert MacCormack
For Mount Allison University

Lorena LeBlanc
For CUPE Local 2338