

COLLECTIVE AGREEMENT

BETWEEN

MOUNT ALLISON UNIVERSITY

AND

C.U.P.E. LOCAL 3433



Clerical, Secretarial and Technical Unit

2010-2013

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This agreement is made

BETWEEN:

Mount Allison University
(hereinafter called the Employer)

-and-

The Canadian Union of Public Employees, Local 3433,
(hereinafter called the Union).

ARTICLE 1 - PURPOSE

1.01 Harmonious Relationship and Settling Differences

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 Retained Subject to Agreement

The Employer retains all the rights to manage the University it had before the Union applied for certification as bargaining agent. These rights are subject to the terms of this agreement.

ARTICLE 3 - UNION RECOGNITION

3.01 Definition of the Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed by Mount Allison University in Sackville, N.B., in the clerical, secretarial and technical job classifications, save and except grant employees, casual employees, students, and those excluded by the INDUSTRIAL RELATIONS ACT.

Debbie Estabrooks, the Secretary to the Academic Deans, is covered by all articles of the Collective Agreement including the grievance procedure. However, this employee will not become a Union member and will not participate in the affairs of the Union while holding her present position. When this employee leaves her present position, those who succeed her in this position will not be covered by the articles of the Collective Agreement.

3.02 Work of the Bargaining Unit

The Employer will not contract out work, or assign work to persons who are not in the bargaining unit, so as to cause the lay off of an employee.

3.03 Splitting Full-Time Positions

The Employer will not split a single full-time position into two or more part-time positions without the consent of the Union, except for operational reasons based on the hours within which the work must be done.

3.04 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

3.05 Union Representative

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.

ARTICLE 4 - DEFINITIONS

4.01 'Casual employee' means a person hired by the Employer for a definite or indefinite period of less than two (2) months.

'Employee' means an employee in the bargaining unit as defined by Article 3.01.

'Full-time employee' means an employee who works at least 30 hours a week.

'Part-time employee' means an employee who works less than 30 hours a week.

'Sessional employee' means an employee hired under a continuing arrangement whereby the employee works part of the year, such as an employee hired to work the months of September through April each academic year.

'Temporary employee' means an employee hired by the Employer to relieve an employee for a period of two (2) months or more.

'Term employee' means an employee hired by the Employer for a definite term of two months or more.

'Working day' means any Monday to Friday, except a holiday as defined in this agreement.

ARTICLE 5 - DISCRIMINATION AND HARASSMENT

5.01 Discrimination

There shall be no discrimination by the Employer or its representatives or the Union or employees, against any employee or employees in any manner whatsoever because of race, colour, creed, sex, age, marital status, religion, nationality, sexual orientation, place of residence, ancestry, place of origin, or lawful union activities consistent with the provisions of this Agreement.

5.02 Harassment

a) Sexual Harassment

Sexual harassment represents an unwarranted intrusion upon an employee's basic rights, dignity and personal integrity.

b) 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.

Every employee has the right to be free from sexual or personal harassment and from any reprisal or threat of reprisal for the rejection of such behaviour. The parties agree to jointly co-

operate to ensure that allegations of harassment are effectively dealt with and to ensure those who make such allegations in good faith are able to do so without fear of reprisal.

5.03 Grievances

An employee shall have the right to file a grievance alleging that an incident of sexual or personal harassment has occurred. Such grievances will be initiated at Step 2 of the grievance procedure.

ARTICLE 6 - UNION MEMBERSHIP

6.01 Membership

All employees who are now members of the Union shall continue to be members of the Union as a condition of employment. All future employees shall, as a condition of employment, become and remain members of the Union within two (2) months of their becoming employees. However, the Employer will not be required to discharge any employee who is expelled from the Union, except in the case of non-payment of dues.

ARTICLE 7 - CHECK-OFF OF INITIATION FEES AND DUES

7.01 Initiation fees or assessments

The Employer shall deduct from every employee any initiation fees or assessments levied by the Union.

7.02 Check-off of dues

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

7.03 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 the Secretary-Treasurer of the Union or, upon being advised by the Union, shall be forwarded to the National Secretary-Treasurer of C.U.P.E. Once each month the Employer shall provide the Union with a list of employees from whom deductions were made and the amounts deducted.

7.04 Dues receipts

The Employer shall record the amount of union dues paid by each employee in the previous year on the T-4 slip.

ARTICLE 8 - NEW EMPLOYEES

8.01 Acquaint new employees

- a) The Employer shall provide new employees with copies of this collective agreement and shall acquaint new employees with the conditions of employment set out in articles 6 and 7 of this agreement.
- b) The Employer shall forward to the Union a copy of the signed employment offer for a new employee or such other documentation acceptable to the Union.

8.02 Interviewing Opportunity

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

ARTICLE 9 - CORRESPONDENCE

9.01 Correspondence

All correspondence between the parties shall pass to and from the Director of Human Resources (or designate) and the President of the Union.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 Composition

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer.

10.02 Support of the Parties

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.

10.03 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; and
- (d) correcting conditions causing grievances and misunderstandings.

10.04 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 or its sub-committees during working hours.

10.05 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. The Union and the Employer shall each receive a signed copy of the minutes within two (2) weeks following the meeting.

10.06 Jurisdiction

The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions. The Committee shall have the power to make recommendations to the parties.

10.07 Handbook

The Handbook for Members of the Mount Allison Staff Association will be updated and maintained by the Employer with input by the Union through the Labour-Management Committee. A current copy of the Handbook will be made available on the Human Resources web page. A printed copy will be provided to an employee upon request.

ARTICLE 11 - HEALTH AND SAFETY COMMITTEE

11.01 Union's Right to Appoint Members

The Union shall have the right to appoint members to the various Joint Employee/Employer Health and Safety Committees on the following basis:

one (1) member of the main Joint Health and Safety Committee;

one-sixth (1/6) of the members of the Fine Arts/Sciences Sub-Committee; and

one-sixth (1/6) of the members of the Faculty/Staff Sub-Committee.

11.02 No Loss of Wages, etc.

Employees on these committees shall not lose any salary, wages, seniority or benefits while attending committee meetings or while performing the responsibilities assigned to them by these committees.

ARTICLE 12 - PAY DURING COLLECTIVE BARGAINING

12.01 Leave for the Bargaining Committee

The Employer shall not unreasonably withhold approval of a written request from the Union to permit a maximum of five (5) employees, each from a different department, up to one (1) day leave with pay to prepare for negotiations. Such a request must be made at least ten (10) days in advance of the dates that the leave is required.

The Employer shall pay employees for time spent in negotiations with the Employer for normal straight time hours lost for a maximum of five (5) employees, each from a different department, until an application for a conciliation officer is made.

ARTICLE 13 - UNION REPRESENTATIVES

13.01 Recognition

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint four (4) Representatives. A Representative may assist any employee the Representative represents in preparing and presenting a grievance in accordance with the grievance procedure in Article 14.

13.02 Appointment

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

13.03 Permission to Leave Work

A Representative shall be allowed to leave work for a reasonable period of time without loss of pay in order to fulfil obligations under this Agreement as defined in Article 13.01. Before leaving work for such purposes, the Representative shall obtain permission from the Representative's

immediate supervisor, which permission shall not be unreasonably withheld. An employee shall also obtain such prior permission before leaving work to consult with a Representative or to participate in discussions concerning a complaint or grievance. The Representative and employee shall inform their immediate supervisors when they return to work.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Definition of Grievance

A grievance is any question concerning the application, administration, interpretation, or alleged violation of this collective agreement, including any question as to whether the matter is arbitrable.

14.02 Employee Grievance

If an employee has a grievance, the following procedures shall apply:

Step 1: Within ten (10) working days after the grievance has arisen, or after the employee should reasonably have become aware of the incident giving rise to the grievance, the employee, accompanied by the employee's Representative or by a member of the Union Executive if the employee so desires, may take the matter up with the first line of supervision outside the bargaining unit, presenting the grievance in writing. Failing any reply or satisfactory settlement within five (5) working days of the presentation of the grievance, the employee may proceed to Step 2.

Step 2: Within ten (10) working days after the expiration of the five (5) working day period referred to in step 1, the employee, accompanied by the employee's Representative or by a member of the Union Executive if the employee so desires, may submit the grievance to the Director of Human Resources. The Director shall reply in writing within five (5) working days from the presentation of the grievance under step 2. Failing any reply or satisfactory settlement within this last five (5) day period, the matter may be referred to arbitration as provided in Article 15 within ten (10) working days from the expiration of this last five (5) working day period.

14.03 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 ten (10) working days after the incident alleged to be a violation of the Agreement or after the Union should reasonably have become aware of the incident.

14.04 Employer Grievance

If so requested 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 or designate, for the purpose of dealing with and disposing of any grievance the Employer may have.

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 ten (10) working days after the delivery of the notice provided for in the preceding clause hereof, either party may refer the matter to arbitration as provided in Article 15 hereof within ten (10) working days from the expiration of such ten (10) working day period.

14.05 Saturdays, Sundays and Holidays

In this Agreement working day does not include Saturdays, Sundays, or the holidays recognized by this Agreement.

14.06 Time Limit Extended

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

14.07 Representative Present During Grievance Process

After a grievance has been initiated, the Employer shall not enter into discussion or negotiation with respect to the grievance without the consent of the Union or a Representative present.

ARTICLE 15 - ARBITRATION

15.01 Composition of Board of Arbitration

If either party wishes to refer a matter to arbitration as provided in Article 14 hereof, it shall, within the time limit specified therefore in Article 14 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.

15.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister responsible for the Industrial Relations Act, upon the application of either party.

15.03 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 matter within forty (40) calendar days from the time the chairperson is appointed.

15.04 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.

15.05 Expenses of the Board

Each party shall pay 1) the fees and expenses of the arbitrator it appoints, and 2) one-half (1/2) of the fees and expenses of the chairperson.

15.06 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 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.

15.07 Steps in Grievance Procedure

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

15.08 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 16 - WARNINGS, DISCHARGE, SUSPENSION AND EMPLOYEE FILES

16.01 Just Cause

An employee may be disciplined, but only for just cause.

16.02 Progressive Discipline

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

16.03 Interviews - Right to have Representative Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee of the purpose of the interview in advance in order that the employee may have his or her Representative present at the interview.

16.04 Warnings

Warnings which will be part of an employee's record shall be given to the employee in the presence of the Union President, or other designated Union officer, and written particulars of such discipline shall be given to the employee and the Union within three (3) working days thereafter.

16.05 Discharge or Suspension

When an employee is discharged or suspended, the employee shall be given the reason in the presence of the Union President, or other designated Union officer. This meeting will take place before the suspension or discharge becomes effective unless extreme circumstances require the meeting to take place afterwards. 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.

16.06 Employee Records

An employee shall have the right, at a time and frequency mutually agreeable with a representative of the Human Resources Department, to have access to and review his or her employee file. 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 and adverse reports 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. An employee shall receive a copy of all letters of reprimand and adverse reports at the time they are issued by the Employer.

16.07 Job Performance

Employees shall receive copies of formal assessments of their job performance and each employee will have the right to add comments which shall form part of the formal assessments.

ARTICLE 17 - SENIORITY AND PROBATION

17.01 Definitions

Seniority is defined as the length of time in the bargaining unit calculated from the date of last hire and shall include service prior to the certification of the Union. Seniority is not broken by a lay-off except as provided in Article 17.05. If more than one employee has the same seniority date, lots will be drawn to determine the order of seniority. Seniority shall operate on a bargaining unit wide basis unless provided otherwise. Seniority dates for employees in the bargaining unit as of July 1, 2002 will not be changed as a result of the new definition of seniority which became effective July 1, 2002.

Service is defined as the length of employment with the Employer calculated from the date of last hire and shall include service prior to the certification of the Union.

17.02 Seniority List

The Employer shall maintain a list showing the seniority date of every bargaining unit employee. In January of each year, each employee will be notified that an updated seniority list is available on the Human Resources web page. A printed copy will be provided to an employee upon request.

17.03 Correction on Seniority List

Any protest in regard to seniority status shall be submitted, in writing, to the Union and to the Employer within thirty (30) working days from the date seniority lists are made available to each employee. If both the Union and the Employer agree, in writing, that an error has been made, such error shall be corrected and when so corrected the agreed upon seniority date shall be final.

17.04 Probationary Period

A newly-hired employee shall be on probation for a period of six (6) months from the date of hire. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.

Any absence from work during the probationary period for a period of greater than one (1) month, including sessional layoff, will extend the probationary period by an equal amount of time. Any step increase to Step 1 on the salary scale deferred as a result of this extension will be granted upon successful completion of the probationary period, retroactively to a date which is six (6) months from the date the employee started in the position. It is recognized that the preceding sentence does not apply to probationary periods extended as a result of a sessional layoff.

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 judgement, a probationary employee is not suitable, the employee's employment may be terminated and such termination shall be deemed to be for just cause. If the probationary employee is deemed not suitable, a representative of the Human Resources Department and the employee's supervisor will meet with the employee to inform him/her of the Employer's decision. Within five (5) days of that meeting, the Employer will notify the Union of the decision.

17.05 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 in writing;
- 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 date the Employer sends to the employee's last known address, by registered mail, written notification of recall, his or her intention to return to work, or fails to report to work after so signifying within a further ten (10) working days;
- d) completes a temporary or term appointment, except as provided under Article 19.09;
- 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 (2) years of the date of layoff; or
- g) fails to return to work within five (5) working days following a disability.

ARTICLE 18 - TRANSFER OUTSIDE BARGAINING UNIT

18.01 Transfers

No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

18.02 Trial Period

If an employee is transferred to a position outside the bargaining unit, the provisions of Article 19.07 shall apply to that transfer.

18.03 Credit for Seniority

An employee who transfers to a position outside the bargaining unit and who after having returned to a position in the bargaining unit for any reason within three (3) years and with no break in employment, shall then receive credit for seniority as if the employee had not transferred to a position outside the bargaining unit.

ARTICLE 19 - JOB POSTINGS

19.01 Job Posting

When a new position is created, or when a vacancy occurs, in the bargaining unit, the Employer shall immediately send a notice in writing to the Union and to each employee at least one (1) week in advance of the closing date for applications so that all employees will know about the vacancy or new position.

19.02 Information on Posting

Such notice shall contain the following information: nature of position; required qualifications, education and skills; hours of work, wages or salary rate or range; and date of closure of applications.

19.03 Outside Advertising

The Employer reserves the right to advertise outside during the foregoing posting procedure.

19.04 Qualifications and Standards

The qualifications for a position may not be established in an arbitrary or discriminatory manner. Furthermore, the standards used in the selection of applicants shall be uniformly applied and shall be related to the required qualifications, skills and abilities in the job description and posting.

19.05 Selecting a Candidate

Employees who apply for a posted position shall be given an interview. Employees must include a cover letter and resume with their application. Employees who do not meet the minimum qualification, skills and abilities as stated in the posting must indicate in their cover letter why they believe they would be a suitable candidate for the position.

In selecting a candidate on a posting, required qualifications, skills and abilities shall apply.

If required qualifications, skills and abilities are equal, bargaining unit employees will be given preference and seniority shall apply.

19.06 Time Limit

If an appointment has not already been made within six (6) weeks of the date of closure of applications, the Employer will both 1) inform the Union President of the status of the process in writing, and 2) write all applicants who are members of the bargaining unit giving them an estimate of the additional time it will take before a final decision is made.

19.07 Trial Period

When the successful applicant is a current employee, he/she shall be placed on trial for a period of forty-five (45) days worked. The forty-five (45) day trial period may be reduced with the written agreement of the Employer, the employee and the Union. In the event the successful applicant proves unsatisfactory during the before-mentioned trial period, or if the employee finds himself or herself unable to perform the duties of the new position, the employee shall be returned to his or her former position without loss of seniority and wages or salary. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions without loss of seniority and wages or salary.

19.08 Acting Appointment

If the Employer appoints an employee to an acting position for more than one week, it will pay the employee the rate of pay appropriate for that employee in the position for which he or she is acting.

19.09 Right to Return from a Term or Temporary Appointment

For an employee with a continuing appointment who is the successful candidate for a term or temporary position, the right to return to his/her former position must be approved by the employee's manager and Vice-President prior to the commencement of the appointment. The Employer shall provide the employee with reasons in writing when the right to return is not approved. A copy of the letter shall be sent to the Union.

Time worked during such an appointment will be counted towards the employee's seniority.

Where the employee has been granted the right to return, at the end of the term or temporary appointment the employee shall return to his or her former position without loss of seniority. If the employee's former position no longer exists, the employee will be treated as if he or she were laid off from that position.

ARTICLE 20 - LAY-OFFS

20.01 Definition

A lay-off is a reduction in the workforce or a reduction in an employee's regular hours of work, except a reduction in the workforce which occurs when a sessional employee ends a session or a term employee ends a term.

20.02 Role of Seniority in Lay-Offs

In the event of a lay-off in a department or office, if there are several employees at the same salary grade doing essentially the same job, the employee laid off will be the one with the least seniority.

20.03 Right to Bump

An employee being laid off shall have the right to bump the least senior employee in positions in the bargaining unit at the same salary grade or below provided the employee has the required qualifications, skills and abilities. The purpose of this article is to protect the greatest per cent of the employee's income.

20.04 Recall Procedure

For each posted position, no new employees shall be hired until those laid off, who have the required qualifications, skills and abilities, have been given the opportunity of re-employment.

The Employer shall notify an employee on recall of all posted positions by the normal means unless other arrangements are made. An employee on recall shall apply for each posted position for which they feel qualified.

Employees shall be recalled in order of their seniority.

If the position from which an employee was laid off is reinstated, that employee will be recalled if he/she is still on recall.

The recall period will expire two (2) years from the effective date of layoff or by confirmation of the employee's appointment to a continuing position with the Employer, whichever occurs first.

20.05 Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall give written notification, at least four (4) weeks in advance, to employees who are to be laid off for a period of one (1) week or more. Before giving notice of lay-off, the Employer will meet with the Union President, and other members of the Union Executive as the Union President should determine, to discuss and explain where employees will be placed as per articles 20.02 and 20.03.

Sessional employees shall be given at least two weeks written notification prior to their last day of work in a period of sessional service. Such notification shall also reference any requirement to work during the period between sessions.

20.06 Grievances

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

20.07 Union Notification of Appointments, etc.

The Union shall be notified in writing within 10 working days of all appointments, lay-offs, recalls, transfers and terminations of employees.

On request by the Union, the Employer shall prepare a list of all bargaining unit assignments, indicating whether they are permanent or temporary. In the event the Union learns of a grievance when this record is provided, the time limits under the grievance procedure shall start when the records are received by the Union.

ARTICLE 21 - HOURS OF WORK

21.01 Regular Hours of Work

The regular work week for employees will be 35 hours made up of five (5) daily shifts of seven hours each, Monday to Friday.

The regular hours of work will be 8:30 a.m. to 12:00 noon, and 1:00 p.m. to 4:30 p.m.

However, from the Victoria Day weekend until Labour Day, the regular work week for employees will be reduced to 32.5 hours made up of five daily shifts of six and one-half hours each, Monday to Friday, and the regular hours of work will be from 8:30 a.m. to 12:00 noon, and 1:00 p.m. to 4:00 p.m. This reduction in hours will be pro-rated for part-time employees.

The regular shift will have an unpaid lunch break of one hour.

The parties recognize that the regular work week, the regular hours of work, and regular shifts have to be flexible due to the nature of the services provided by employees, and in particular recognize that some employees may regularly work irregular weeks, hours, or shifts.

Flex Time/Plus Time

Flex time and plus time are work schedule arrangements designed to provide for the individual preferences and work habits of employees, while, at the same time, ensuring the efficient operation of the Employer's service.

- (i) Flex time is an arrangement whereby the regular hours of work are modified at the request of an employee and with the approval of the Employer. Under such an arrangement, the total number of hours in the regular work week (i.e., 35 hours or 32.5 hours) does not change.
- (ii) Plus time is an arrangement whereby an employee accumulates time worked in excess of the regular work day or the regular work week at straight time so that the employee is provided with increased flexibility in his/her work schedule. When an employee requests a plus time arrangement, such an arrangement will be implemented on an employee/employer basis only after mutual agreement. Written notice of a plus time arrangement and the method to track the time must be sent to the Director of Human Resources and to the Union.

No employee shall accumulate a balance of more than seventy (70) hours of plus time at any given time. Any plus hours in excess of 70 will not be compensated.

21.02 Rest Period

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first and the second half of each daily shift.

21.03 Reporting Pay

If an employee reports for work on a regularly scheduled shift, without having been given adequate notice not to do so, and no work is available or the employee is not able to work the full shift because the workplace is closed by the University before or during the shift, the employee shall be paid for the full shift.

ARTICLE 22 - OVERTIME

22.01 Overtime & Compensation

All hours required by the Employer to be worked in excess of an employee's regular work week or an employee's regular work day shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, except part-time employees shall only receive overtime rates after working seven (7) hours in a day or thirty-five (35) hours in a five day week. During the period from Victoria Day to Labour Day, part-time employees shall receive overtime rates after working six and one half (6.5) hours in a day or thirty-two and one half (32.5) hours in a five day week.

22.02 Work Performed on Paid Holidays

If an employee is required by the Employer to work on a paid holiday, he or she shall be compensated at two (2) times the employee's regular hourly rate for the hours worked, and will also receive any compensation required under Article 23.

22.03 Work Performed on Christmas and New Year

Notwithstanding anything else in this Agreement, work performed on December 25th and January 1st shall be compensated at the rate of two and one-half (2-1/2) times the employee's regular hourly rate, plus compensation for the statutory holiday.

22.04 Work Performed on Rest Days

If an employee is required by the Employer to work on his or her first day of rest, he or she shall be compensated at the rate of one and one-half (1-1/2) times. If an employee is required by the Employer to work on his or her second day of rest, or if he or she is required by the Employer to work overtime on a Sunday, the employee shall be compensated at double time. Any employee who is required by the Employer to work any hours on the above-mentioned days shall receive no less than call-back compensation.

22.05 Work Performed While On Vacation

An employee who is required by the Employer to work during his or her vacation period shall be compensated at double the regular hourly rate of pay plus one (1) day off with pay in lieu of each vacation day in which work was performed.

22.06 Form of Compensation

The normal form of compensation for overtime worked will be time off at the appropriate overtime rate.

The time off will normally be taken at a time agreed to by the Employer and the employee within three (3) months of the overtime being worked. The time off may be taken later if mutually agreed to in writing.

If mutual agreement cannot be reached, for overtime worked during the period from April 1 to September 30, the employee shall receive payment at the appropriate rate of pay on the next pay day after December 31. If mutual agreement cannot be reached, for overtime worked during the period from October 1 to March 31, the employee shall receive payment at the appropriate rate of pay on the next pay day after June 30. The appropriate rate of pay will be the employee's rate of pay at the time of payment.

22.07 Overtime After Regular Hours

In the event that an employee is asked, prior to his or her normal quitting time, to work overtime, the provisions of Article 22.09 shall not apply to such overtime worked. An employee required to work more than (2) hours of overtime immediately following the end of his or her shift shall be provided with a meal allowance of \$12.00 by the Employer. The Employer shall allow a one half hour meal break. An additional meal allowance and meal break will be allowed for each continuous and additional four (4) hours of overtime.

22.08 Distribution of Overtime

Overtime shall be assigned to the employee who normally does the work. If more than one employee normally does the work, it will be offered first to the most senior such employee in the department. Upon request, the Union shall be provided with a record of overtime worked by all employees.

22.09 Call-Back Guarantee

Employees who are called back for work after leaving the Employer's premises shall be compensated for four (4) hours at one and one-half (1-1/2) times their regular rates and will only be required to perform the work for which they were called back. If employees are required to work in excess of four (4) hours, they will thereafter be compensated at the rate of one and one-half (1-1/2) times their regular rates until they complete their assignments or until the commencement of their next shift, whichever shall first occur.

22.10 On Call Provision

If an employee is required by the Employer to be on call, that employee shall be provided with a cellular phone, shall remain one hour's driving time from Sackville, and shall receive 1/4 of his or her regular rate of pay for every hour on call during the first 24 hours in addition to pay for any call back.

If an employee is required to be on call for more than 24 hours that employee shall receive 1/2 of his or her regular rate of pay for every hour on call in excess of 24 hours in addition to pay for any call back.

If an employee is required to be on call on a Statutory Holiday, that employee shall receive his or her regular rate of pay for every hour on call in addition to pay for any call back.

Employees who are required to be on call shall receive at least two weeks notice.

The normal form of compensation for on call shall be in accordance with Article 22.06.

22.11 Travel Time

Wherever possible, travel to outside work assignments should take place during regular hours of work.

Where the reason for travel is mandated by the Employer and the time spent travelling would otherwise result in the payment of overtime pursuant to this article, such travel time will be compensated at straight time.

Time spent travelling includes associated waiting periods but not time in overnight accommodations.

22.12 Recording of Overtime, Travel Time and Time Off

All claimed overtime and corresponding time off must be submitted on the approved form to the Human Resources Department. The official record shall be maintained by the Human Resources Department.

ARTICLE 23 - PAID HOLIDAYS

23.01 Paid Holidays

The days listed below are recognized by the Employer as paid holidays for all employees who are being paid by the Employer at the time of the holiday except temporary and term employees who have been employed for less than thirty (30) days.

For Christmas, part-time employees shall be paid for the number of days which are the greater of that required under the Employment Standards Act or that determined by the following formula:

Number of Hours in their Normal Work Week Divided by 35 and Multiplied by the Number of Holidays in that Christmas Period. These days will be paid at the employee's pro-rated daily rate.

<u>Good Friday</u>	Friday before Easter Sunday
<u>Victoria Day</u>	May 24, if it is a Monday otherwise, the previous Monday
<u>Canada Day</u>	July 1 unless that day is a Sunday in which case the holiday is July 2. The holiday is celebrated on July 3 if July 1 is a Saturday.
<u>New Brunswick Day</u>	First Monday in August
<u>Labour Day</u>	First Monday in September
<u>Thanksgiving Day</u>	Second Monday in October
<u>Remembrance Day</u>	November 11 unless that day is a Saturday or Sunday in which case the holiday will be on either the preceding Friday or the following Monday (as determined by the University's academic schedule).
<u>Christmas</u>	Each Monday to Friday from December 24th to January 1st; January 2nd, when it falls on a Tuesday, Wednesday, Thursday or Friday; and December 23rd, when it falls on a Monday, Wednesday, Thursday or Friday.

<u>If Christmas falls on a</u>	<u>Holidays fall on</u>				
	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

ARTICLE 24 - PAID VACATIONS

24.01 Length of Vacation

An employee in the bargaining unit with service of

- a) less than twelve (12) months shall be entitled to a vacation with pay calculated at the rate of one (1) day for each full calendar month of paid service,
- b) twelve (12) months, but less than ninety (90) months, shall be entitled to a vacation with pay calculated at the rate of one and one-quarter (1-1/4) days for each full calendar month of paid service,
- c) ninety (90) months, but less than two hundred and ten (210) months, shall be entitled to a vacation with pay calculated at the rate of one and two-thirds (1-2/3) days for each full calendar month of paid service,
- d) two hundred and ten (210) months or more shall be entitled to a vacation with pay calculated at the rate of two and one twelfth (2-1/12) days for each full calendar month of paid service.

For the purpose of this clause, a full calendar month is a month in which an employee receives pay for at least ten (10) days.

24.02 Vacation Year

The vacation year shall be July 1st to June 30th. It is understood that vacation is normally taken in the year after it is earned. However, by mutual agreement, the vacation may be taken during the year in which it is earned, provided the time has been earned.

24.03 Holiday While on Vacation

Should a paid holiday as contemplated in Article 23.01 hereof fall within an employee's vacation period, such paid holiday shall be taken by the employee at a time mutually agreeable to the employee and the Employer.

24.04 Vacation Pay on Termination

Employees terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation on termination.

24.05 Preference in Vacation

If requested to do so, the Employer will try to schedule vacations during the months of July and August and, for employees with sufficient vacation credits, in unbroken periods of twenty (20) working days. If the Employer can not meet such requests in a department, preference shall be given to the employees in that department on the basis of seniority. Once a vacation request has been approved, it will not be changed without the mutual agreement of the employee and the Employer.

24.06 Pro-rated Vacation

When calculating the annual vacation entitlement for the vacation year, if an employee is entitled to a fraction of a day off, that employee may take one-half a day off for any fraction equal to one-half or less, and one day off otherwise.

24.07 Sick Leave While On Vacation

If an employee becomes hospitalized for more than one day during his/her vacation, there shall be no deduction of vacation credits during the period of hospitalization. If an employee becomes sick for more than three consecutive calendar days during his/her vacation, there shall be no deduction of vacation credits during the period of sickness. An employee shall notify his/her supervisor at the time of such hospitalization or sickness and shall provide the Employer with medical certificates of such hospitalization or sickness.

24.08 Carryover of Earned Vacation

Employees must take vacation earned in one vacation year before the conclusion of the following vacation year. In exceptional circumstances, and with the written approval of the appropriate Vice-President, an employee may carry over vacation leave earned in one vacation year beyond June 30 of the following vacation year. A copy of this approval must be provided to the Human Resources Department before June 30 of that following vacation year.

ARTICLE 25 - SICK LEAVE PLANS

25.01 Workers' Compensation

Article 25 does not apply when an employee is entitled to receive compensation for a sickness or injury under the Workers' Compensation Act, in which case the provisions of Article 27.05 shall apply.

25.02 Sick Leave Plan for Probationary Employees Employed For Less Than Three Calendar Months, Term Employees and Temporary Employees

Full-time employees on probation who have been employed for less than three calendar months, full-time term employees and full-time temporary employees have a sick leave plan under which they earn sick leave credits at the rate of one and one-quarter days for each full calendar month of service to a maximum of 130 days of credit. As soon as these employees return to work from an absence on sick leave, they may use unused sick leave credits for new disabilities or for a reoccurrence of the former disability.

Part-time employees have the same coverage as full-time employees except that only part-time pay is continued during the leave.

Medical certificates may be required by the Employer.

25.03 Sick Leave Plan for Full-Time Employees

Full-time employees (except full-time employees who have been on probation for less than three calendar months, full-time term employees and full-time temporary employees), have a sick leave plan which provides full salary from the date they are unable to work for a maximum of fifteen (15) consecutive weeks. After fifteen (15) consecutive weeks of sick leave has been paid, the Employer will then, under its Supplemental Employment Benefit (SUB) Plan, top up Employment Insurance (EI) sick benefits for up to the next fifteen (15) weeks of sick leave to 95% of the employee's normal weekly income. During this second 15 week period, employees continue to make pension contributions based on full salary and receive credited service under the Mount Allison Pension Plan or, in the case of those employees in the Sun Life Pension Plan, both employee and employer pension contributions continue based on the employee's full salary. The Employer will again make sick leave payments equivalent to full salary to employees who are not able to return to work after the expiration of the second fifteen (15) week period. These payments will continue until the earlier of a) the date the employee becomes eligible to receive income payments under the long term disability plan and b) the date the employee has received six months of income in total from the Employer as sick leave payments and as SUB plan benefits.

If an employee does not qualify for payments under the SUB plan, the Employer will pay sick leave payments until the total of all sick leave benefits equals six months of the employee's regular salary.

If an employee returns to work after an absence on sick leave, full benefits will be available immediately for new disabilities which commence after the return to work.

If an employee returns to work after an absence on sick leave, full benefits will be available for a reoccurrence of the same disability when the employee has been back at work for three calendar months. However, if an employee has a reoccurrence of the same disability before full benefits are available for a reoccurrence of the same disability, benefits will nevertheless be paid a) for one month or b) until the equivalent of six months of benefits have been paid in respect of that disability, whichever period is longer.

Part-time employees have the same coverage as full-time employees except that only part-time pay is continued during the leave.

Medical certificates may be required by the Employer.

25.04 Termination of Sick Leave Benefits

Sick leave benefit payments end on the effective date of an employee's layoff or termination of employment if:

15 weeks of benefit payments have been made, or

notice of the layoff or termination was given prior to the start of the disability.

If benefit payments extend beyond the date of layoff or termination, benefit payments will end when 15 weeks of benefit payments in total have been made.

Sessional employees will be eligible to receive sick leave payments when they are normally scheduled to work. This will include scheduled hours of part-time work in the summer. Sick leave payments to sessional employees will be suspended during the normal period of inactive service.

The Employer will not make any top-up payments under the SUB plan during periods of layoff.

ARTICLE 26 - LEAVES OF ABSENCE

26.01 Leave for Union Activity

The Employer will grant a leave of absence with pay to not more than three (3) employees, to a maximum of six (6) days paid per calendar year, to attend official Union conventions, provided the Employer receives at least two weeks' notice in writing naming the employee(s) for whom leave is desired. The Employer will bill the Union within 30 days for the employee's regular salary or wages during the leave of absence, if the employee is replaced.

The President of the Union shall be allowed a reasonable period of time without loss of pay in order to fulfill obligations under this Agreement. Before leaving work for such purposes, the President of the Union shall obtain permission from his/her supervisor. Such permission shall not be unreasonably withheld.

26.02 Paternal Leave/Adoption Leave

The Employer shall grant a paid leave of five (5) days to an employee upon the birth of a child to his spouse or upon the adoption of his/her child. This leave shall be taken by the employee immediately after the birth or adoption of the child.

26.03 Bereavement Leave

Except for a term or temporary employee employed for less than 30 days, in the event of the death of the employee's relative, an employee will be granted time-off with pay on the following basis:

- (i) On the death of a father, mother, guardian, spouse, common-law spouse, son, daughter or step-child five working days;
- (ii) On the death of a sister, brother, fiancé, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law three working days. An employee shall apply to his/her supervisor 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. The granting of such a request will not be unreasonably denied.

To be entitled to this time-off with pay, the employee must not be on sick leave, 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. Furthermore, the five days off must be taken within a 7 calendar day period, and the three days off must be taken within a five calendar day period, immediately following the death and must be taken at times when the employee would otherwise have been working. Such days off shall be for the purpose of grieving the loss or of attending the funeral or making or assisting with funeral arrangements.

A term or temporary employee employed for less than 30 days will receive bereavement leave according to the Employment Standards Act.

Employees will receive up to three hours to attend a funeral if permission is granted by the department head. Such permission will not be unreasonably withheld. Except for a term or temporary employee employed for less than 30 days, this leave will be with pay.

26.04 Personal Leave

Although employees are responsible for making arrangements to ensure they are available for work during normal working hours, the Employer recognizes that unexpected occurrences such as illness in other family members or in baby-sitters and unexpected school closings may require employees to be absent from work for short periods. Employees are expected to inform their supervisors as soon as possible that these absences have become necessary and make a reasonable effort to avoid these absences. Employees will not lose pay when personal leave is approved.

Guidelines for Approval of Personal Leave

- the situation resulting in the need to be absent from work should be unexpected, to the point of being an emergency.
- the employee generally should have no choice but to take care of the situation personally.
- the leave is intended to provide time for the employee to take the necessary steps to stabilize the situation.
- the personal leave should be of short duration, normally not to exceed one day; the employee's supervisor may, at his/her discretion, extend the personal leave if the situation is one in which it could reasonably be expected that more time would be required for the employee to stabilize the situation.
- if an absence from work is necessary but the reason for the absence does not support the approval of personal leave, the supervisor may approve the absence and the arrangement that will be used to cover the missed time, i.e., use of vacation, banked time, leave without pay, making the time up by working additional hours.

26.05 Medical/Dental Appointments

Employee Medical/Dental Appointments

To the extent possible, employees should schedule appointments outside normal working hours. If it is not possible to schedule an appointment outside normal working hours, employees should schedule appointments at a time that is most convenient to the department. In most cases, this time will be at the beginning or at the end of the work day. When it is necessary to schedule appointments during normal working hours, employees will be allowed reasonable travel time to the appointment, waiting time, appointment time and reasonable travel time to return to work. Additional time away from work, other than that specified in the previous sentence, must be approved by the employee's supervisor and will generally have to be made up.

Family Member Medical/Dental Appointments

Time-off without loss of pay will be granted periodically to employees for the purpose of attending appointments of an immediate family member (defined as father, mother, guardian, spouse, common-law spouse, son, daughter or step-child) only when it is not possible to make alternative arrangements. Generally this would involve the need to transport and accompany young children, elderly family members or very sick family members to the appointment. Time-off without loss of pay will also be granted when the health care professional specifically requests the employee to be present at the appointment. Otherwise, supervisors may approve time off to attend the

appointments of an immediate family member however such time must be made up. Time may be made up by using banked time or vacation or by working additional hours.

Where the need to attend such appointments becomes frequent and/or starts to impact the department's operation, other arrangements will have to be made. In such cases, the employee's supervisor should consult with Human Resources.

26.06 Elections

Paid leave will be granted according to law for elections.

In the case of Federal elections, every eligible voter has the right to have four consecutive hours for the purpose of casting a vote while the polls are open. In the case of Provincial elections, every eligible voter has the right to three such hours. If an employee's hours of employment do not allow this time off, an employee will be given such additional time off as may be necessary to so allow.

26.07 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.

26.08 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 in writing of her intention to take that leave, including the anticipated start date, at least 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. The Employer shall pay 95% of the employee's salary for the first two weeks 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. 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 sessional employees during normal periods of inactive service. The Employer shall not amend its supplemental unemployment benefit plan in any way which would adversely affect employees without the consent of the Union.

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

26.09 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:

provide the Employer with proof that a child has been or will be placed with the employee for the purpose of adopting;

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;

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. Except as noted below, 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 the first nine (9) weeks of child care leave, the Employer will supplement Employment Insurance (EI) parental benefits. The Employer shall pay 95% of the employee's salary for the first two weeks if a waiting period is required to be served 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 seven (7) weeks. If no waiting period is required to be served, the Employer will pay 40% of the employee's salary (to a maximum of 95% of the employee's salary when combined with the EI weekly benefit) for the first nine (9) weeks of the child care leave. The employee must be in receipt of EI parental benefits to qualify for these supplemental payments.

Where both parents are employees, the combined supplemental parental benefits shall not exceed a total of nine (9) weeks.

Supplemental parental benefits will end when an employee's employment ends. They will not be made to sessional employees during normal periods of inactive service.

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

26.10 Compassionate Care Leave

The Employer shall grant an employee an unpaid compassionate care leave of up to eight (8) weeks in accordance with the provisions and requirements as provided for under the New Brunswick Employment Standards Act. An employee shall endeavour to provide as much notice to the Employer as is reasonably possible of his/her intent take such a leave. The Employer will continue to pay its share of applicable benefit premiums during the leave if coverage can be continued under the provisions of the individual benefit policies. If circumstances change, the employee may return to work before the intended expiration of the leave and shall endeavour to provide as much notice to the Employer as is reasonably possible.

26.11 Seniority During Leave of Absence

An employee on leave of absence shall continue to accrue seniority and service.

26.12 Placement on Return from a Leave

If an employee is not guaranteed in writing, as a term of a leave of absence, that he or she will return to his or her former position on return from the leave, the employee will be treated at the end of the leave as if he or she were laid off effective at the end of the leave.

26.13 Leave for Public Office

The Employer recognizes the right of employees to participate in public affairs. An employee who is a candidate in a federal, provincial or municipal election shall submit a written request for an unpaid leave of absence. Approval of the request shall not be unreasonably withheld.

An employee who is elected to Public Office shall be granted an unpaid leave of absence for the term of Public Office. The employee shall retain accumulated seniority as of the start of the leave but shall not accrue seniority during the leave of absence. At the end of the leave, the employee shall not have the right to bump another employee but shall have the rights provided under Article 20.04, Recall Procedure.

26.14 Storm Leave

During storms where conditions do not warrant closure of the University, it is recognized that individual employees may be unable to report to work, may report to work late or may wish to leave work early due to road conditions.

Employees are expected to make every reasonable effort to meet their normal responsibilities to the University. If employees are not able to meet those responsibilities, which may include coming to work and remaining at work, they must inform their supervisors. If their supervisor then concludes that they have made a reasonable effort to meet those responsibilities, they will be paid. Otherwise, they will not be paid.

In cases where a decision has been made to close the University as a result of a storm or for any other reason, employees who had scheduled vacation, sick leave, compensating time off for overtime, days off in lieu, normal days off or other approved leave will have their time recorded as scheduled, i.e., it will not be replenished.

26.15 Unpaid Leave

An employee may apply for an unpaid leave of absence by submitting a written request to his or her manager, with a copy to the Human Resources Department.

Subject to operational requirements, the Employer may approve the request.

If the request is denied, the Employer will notify the Union of the denial.

26.16 Other Leaves

A leave of absence with or without pay in circumstances not covered explicitly by this Agreement may be granted by the employee's manager with the approval of the appropriate Vice-President.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 Pay Rates

The Employer shall pay employees salaries according to their placement on the pay scales attached hereto as Appendix "A" and forming part of this agreement.

Effective July 1, 2010, the pay scale shall be increased by 1% and then adding \$370 to the minimum and normative salaries.

Effective July 1, 2011, the pay scale shall be increased by 1% and then adding \$377 to the minimum and normative salaries.

Effective July 1, 2012, the pay scale shall be increased by 1% and then adding \$385 to the minimum and normative salaries.

27.02 Itemized Statements

Each pay every employee shall be provided with an itemized statement of the employee's salary, overtime and other supplementary pay and deductions.

27.03 Pay Days

Employees will be paid on the 15th and on the last working day of each month. If the 15th is not a working day, then employees will be paid on the last working day before the 15th.

27.04 Severance Pay

An employee, on severance of employment after at least 10 years of service or on retirement, shall receive a lump sum payment amounting to five (5) days' pay for each year of service, to a maximum of 150 days' pay. The rate of pay shall be the rate in effect at severance or retirement. These payments are not income for the purposes of pension plans.

For the purposes of this Article, an employee is deemed to have retired if he or she is at least 55 years of age and is eligible to receive a pension under the pension plan.

An employee eligible for this payment whose salary grade is lower at the time of payment than at any point in the preceding five (5) years, shall be paid at a rate based on the highest salary grade of any continuing appointment held by the employee during that five (5) year period. The payment will be calculated using the salary scale currently in effect and the step on which the employee was placed at the end of that continuing appointment.

27.05 Workers' Compensation

In this clause an injury means 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.

27.06 Long Service Bonus

Employees with a date of last hire before July 1, 1999 shall have Long Service Bonuses added to the rates otherwise determined in accordance with clauses 27.01 and 27.07, as follows:

After 8 years service but less than 13 years	- 3%
After 13 years service but less than 18 years	- 5%
After 18 years service but less than 23 years	- 7%
After 23 years service	- 9%

27.07 Pay Increases for Those Over Scale

Notwithstanding Clause 27.01, those employees who are red-circled shall have their salaries increased by one-half of any future scale increases made to the pay scale.

27.08 Market Differential Payment

The Employer shall pay a market differential payment of 15% in addition to the rates determined in accordance with Article 27.01 to employees in the following positions:

Senior Programmer/Analyst
Programmer
Junior Programmer
Systems Administrator
Network Analyst
Educational Technology Consultant
Webmaster
Systems Programmer
Lab Instructor/Technician (Math & Computer Science)

27.09 Anniversary Seniority Payment

An employee who is not eligible for the Long Service Bonus under Clause 27.06 shall receive a lump sum payment, as follows:

On Reaching 10 Years of Seniority -	\$2,000
On Reaching 20 Years of Seniority -	\$2,000
On Reaching 25 years of Seniority -	\$2,500

An employee who is receiving the Long Service Bonus under Clause 27.06 is not eligible to receive payments under this clause.

ARTICLE 28 - JOINT JOB EVALUATION

28.01 Joint Job Evaluation Committee

The Joint Job Evaluation Committee shall consist of three members from the Employer and three members from the Union.

28.02 Job Evaluation Plan

The Job Evaluation Plan developed by the Joint Job Evaluation Committee shall be used to evaluate positions held by employees.

28.03 Powers of the Committee

The Committee shall have the power 1) to perform those functions reserved to the committee in the maintenance and procedures manual for the plan, and 2) to make recommendations such as changes to the plan, maintenance procedures, salary structure, or related policies.

28.04 Attendance at Meetings

The Employer shall release without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the Joint Job Evaluation Committee.

28.05 Application Process

The job evaluation process may be initiated by either an employee or a manager by making an application using the prescribed form. A copy of the application shall be kept by the parties and a copy forwarded to the Human Resources Department.

A revised position description must be completed and forwarded to the Human Resources Department.

Any decision of the Joint Job Evaluation Committee that results in a reclassification of the salary grade will normally be effective no earlier than the original date of the application. Any request to extend this retroactivity date requires the approval of the appropriate Vice-President and must not exceed six (6) additional months.

ARTICLE 29 - EMPLOYEE BENEFIT PLANS

29.01 Pension Plan

The Employer will not change its Pension Plan so as to adversely affect employees without the consent of the Union. The Union will be advised of any changes in the Pension Plan. Upon request of the Union, the Employer shall provide an up-to-date copy of the Plan and full reports on all details of the plan and the performance of the pension fund.

The Union shall have a minimum of two representatives on the Pension Advisory Committee.

The Employer shall provide a summary of the pension plan to each new employee. The summary shall also be available on request from the Human Resources Department or by accessing the Human Resources section of the Employer's website.

Those employees in the Sun Life pension plan on the day the Agreement is signed will continue in that pension plan. No employees will join the Sun Life pension plan after this Agreement is signed.

29.02 Health, Dental and Other Insurance Plans

The following will be made available to all employees on the same basis as they are presently made available.

	<u>Employer Share of Premiums</u>	<u>Employee Share of Premiums</u>
1. Health	50%	50%
2. Dental	85%	15%
3. Basic Life Insurance	100%	
4. Voluntary Life Insurance		100%
5. Business Travel Accident Insurance Plan	100%	
6. Voluntary Personal Accident Insurance		100%
7. Long Term Disability		100%

The employees' share of the Employment Insurance Premium Reduction shall continue to be used to reduce the employees' share of premiums for the Health Plan.

The Employer shall advise the Union of any changes made to the above plans.

The Employer shall co-operate in providing information to the Union about these plans, including information about the cost of the plans, so the Union can evaluate the plans and make recommendations for changes or improvements.

29.03 Part-time Employees

The Employer's pension and benefit plans limit coverage to those employees working a minimum number of hours. Part-time employees will only be covered by those plans if they work at or above those minimums. Those minimums will not be changed so as to adversely affect employees without the consent of the Union.

29.04 Employee and Family Assistance Program

The Employer will not change the Employee and Family Assistance Program (EFAP) implemented effective April 2, 2001 so as to adversely affect employees without consulting the Union. Additional information about the Program may be obtained from the Human Resources Department.

29.05 Self-Funded Leave Plan

The Self-Funded Leave Plan, as agreed to by the Union on January 7, 1999, shall be continued by the Employer. The Employer will not change the Plan so as to adversely affect employees without the consent of the Union.

29.06 Continuation of Health/Dental insurance

An employee who terminates employment because of an illness or other disability may continue health and dental coverage until age 65, subject to the Employer's contract with the insurance

carrier. Such employees must go into the Employer's plan for former employees and pay premiums on the same basis as other members of that plan.

An employee will qualify for the coverage provided by this article if he/she is at least 45 years of age with ten (10) or more years of continuous service at the time that benefits under the long-term disability plan commence.

29.07 Fee Discounts

The Employer will not change its academic fee discount policy so as to adversely affect employees without the consent of the Union. Sessionals will receive the same benefit of the fee discount policy all year. Information about the fee discount policy is available on request from the Human Resources Department or in the Handbook in the Human Resources section of the Employer's website.

29.08 Athletic Memberships

The Employer shall provide each year a free, individual Athletic Centre membership to the Physical Recreation and Athletic Centre to employees who request such membership. Effective September 1, 2010, employees who wish to have a membership to the Fitness Centre in the McCain Student Centre shall pay an annual fee which is equal to the fee paid by students.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Definition

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.

30.02 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.

30.03 Notice

The Employer will give the Union written notice of 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 before the technological changes are introduced.

30.04 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.

30.05 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 20 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.

30.06 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 31 - GENERAL CONDITIONS

31.01 Bulletin Boards

The Employer shall provide reasonable access to bulletin boards in each work location so the Union can post notice of meetings and other Union business material and notices.

31.02 Storage of Union Records

The Employer will offer the Union the use of filing cabinets if the Employer has any filing cabinets not in use. Furthermore, the Employer will make a reasonable effort to find secure storage space for the Union's records if the Union's officers are not able to store them at their work locations.

31.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his or her rights and obligations under it. For this reason within thirty (30) days of the signing of this agreement, the Employer shall print, at its expense, sufficient copies of this Agreement in booklet form so that each employee can have a copy. In addition, the Employer shall provide the Union with an additional fifty (50) copies.

31.04 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.

31.05 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.

31.06 Animal Care in the Event of a Strike or Lockout

The Employer and the Union recognize that animals held in the Employer's animal care facilities are dependant upon their animal care workers for their health and well-being.

Therefore, the parties express their intention to ensure that in the event of a strike or lockout these animals will be properly cared for. The Union will ensure this by permitting animal care workers in the bargaining unit to cross picket lines to care for the animals. The Employer will ensure this by permitting animal care workers to enter its facilities to care for the animals.

The animal care workers will maintain a level of care which is in accordance with the guidelines of the Canadian Council of Animal Care and any animal care protocols registered with the Animal Care Committee of Mount Allison University.

31.07 Training Courses

In selecting an employee for training, required qualifications, required abilities and seniority shall apply. When qualifications and abilities are relatively equal, seniority shall prevail. The employee shall receive pay for normal hours of work for the duration of the course, and shall receive compensation for any necessary expenses.

31.08 Staff Development Programme

The Employer and the Union shall promote, through the Labour-Management Committee, a staff development programme so that employees will have an opportunity to improve their job skills and to develop additional job skills.

ARTICLE 32 - NOTICE OF RESIGNATION

32.01 Notice of Resignation

An employee shall provide his/her immediate supervisor with at least two weeks written notice, with a copy to Human Resources, of his or her intention to resign.

ARTICLE 33 – RETIREMENT

33.01 Normal Retirement Date

An employee's normal retirement date is the day the employee attains age 65 if that day is the first calendar day of a month. Otherwise the normal retirement date is the first day of the next month.

The normal retirement date for an employee in the academic pension plan is the June 30th following the employee's 65th birthday.

33.02 Retirement After the Normal Retirement Date

An employee may work beyond the normal retirement date. An employee shall provide his/her supervisor at least four month's written notice, with a copy to Human Resources, of his/her intention to work beyond the normal retirement date.

33.03 Benefits Coverage for an Employee who Works Beyond the Normal Retirement Date

An employee who continues to work beyond the normal retirement date shall be eligible to participate in the following benefit plans in accordance with the terms of each plan and the nature of their appointment:

- i) Health Insurance Plan (excluding prescription drug coverage; out-of-country travel coverage until age 70);
- ii) Dental Insurance Plan;
- iii) Accidental Death & Dismemberment Plan (until age 70);
- iv) Basic Life Insurance Plan (no waiver of premium benefit);
- v) Optional Life Insurance Plan (until age 70; no waiver of premium benefit).

An employee who continues to work beyond their normal retirement date shall not be eligible to participate in the long term disability Insurance plan.

An employee shall continue to participate in the pension plan until the employee's actual retirement date or such earlier date as may be required under applicable legislation.

33.04 Notice of Retirement

An employee shall provide his/her immediate supervisor with at least four month's written notice, with a copy to Human Resources, of his or her intention to retire.

ARTICLE 34 - TERM OF AGREEMENT AND AMENDMENTS

34.01 Duration

This Agreement shall be in effect for a term beginning the 1st day of July, 2010, and ending on the 30th day of June, 2013, 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.

34.02 Agreement 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.

34.03 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.

34.04 Present Conditions to Continue

The present hours of work, work schedules, lay-off and recall procedures, overtime compensation and shift differentials will continue in effect for sessional employees in the Library's Circulation Department. However, the Employer may change the work schedule and hours of work by advising the Union in writing one (1) month in advance of the changes.

34.05 Retroactivity

The only provisions of this Agreement which are retroactive to the date the agreement is signed are salaries and wages for normal hours worked.

Appendix "A"

MASA SALARY SCALE

JULY 01, 2010

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	NORMATIVE
1	\$18,120	\$18,669	\$19,218	\$19,767	\$20,316	\$20,865
2	\$19,895	\$20,499	\$21,103	\$21,707	\$22,311	\$22,913
3	\$21,851	\$22,514	\$23,177	\$23,840	\$24,503	\$25,168
4	\$23,994	\$24,726	\$25,458	\$26,190	\$26,922	\$27,652
5	\$26,364	\$27,166	\$27,968	\$28,770	\$29,572	\$30,375
6	\$28,963	\$29,846	\$30,729	\$31,612	\$32,495	\$33,377
7	\$31,822	\$32,793	\$33,764	\$34,735	\$35,706	\$36,675
8	\$34,967	\$36,035	\$37,103	\$38,171	\$39,239	\$40,305
9	\$38,425	\$39,600	\$40,775	\$41,950	\$43,125	\$44,298
10	\$42,232	\$43,524	\$44,816	\$46,108	\$47,400	\$48,693
11	\$46,419	\$47,840	\$49,261	\$50,682	\$52,103	\$53,525

1. A step for a pay grade is equal to 20% of the remainder when the minimum salary for that grade is subtracted from the Normative salary for that grade.
2. Subject to paragraphs 3, 4 and 5 below, employees who are not at the normative salary will receive step increases on July 01.
3. An employee whose initial salary is less than step 1 for his or her pay grade shall receive a step increase upon the successful completion of probation. The employee's next step increase will take place on July 01 of the calendar year following the calendar year in which probation was completed.
4. An employee whose salary on the date of hire, or promotion to a new position, is at Step 1 or higher shall not receive a step increase on July 01 of the calendar year in which he or she was hired or promoted, as the case may be.
5. No employee shall receive a step increase if his or her salary is above the Normative salary for his or her pay grade, or if the step increase would take his or her salary above that Normative, but an employee below the Normative may receive a part-step to take his or her salary to the Normative.

MASA SALARY SCALE

JULY 01, 2011

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	NORMATIVE
1	\$18,678	\$19,233	\$19,788	\$20,343	\$20,898	\$21,451
2	\$20,471	\$21,081	\$21,691	\$22,301	\$22,911	\$23,519
3	\$22,447	\$23,117	\$23,787	\$24,457	\$25,127	\$25,797
4	\$24,611	\$25,350	\$26,089	\$26,828	\$27,567	\$28,306
5	\$27,005	\$27,815	\$28,625	\$29,435	\$30,245	\$31,056
6	\$29,630	\$30,522	\$31,414	\$32,306	\$33,198	\$34,088
7	\$32,517	\$33,497	\$34,477	\$35,457	\$36,437	\$37,419
8	\$35,694	\$36,772	\$37,850	\$38,928	\$40,006	\$41,085
9	\$39,186	\$40,372	\$41,558	\$42,744	\$43,930	\$45,118
10	\$43,031	\$44,336	\$45,641	\$46,946	\$48,251	\$49,557
11	\$47,260	\$48,695	\$50,130	\$51,565	\$53,000	\$54,437

1. A step for a pay grade is equal to 20% of the remainder when the minimum salary for that grade is subtracted from the Normative salary for that grade.
2. Subject to paragraphs 3, 4 and 5 below, employees who are not at the normative salary will receive step increases on July 01.
3. An employee whose initial salary is less than step 1 for his or her pay grade shall receive a step increase upon the successful completion of probation. The employee's next step increase will take place on July 01 of the calendar year following the calendar year in which probation was completed.
4. An employee whose salary on the date of hire, or promotion to a new position, is at Step 1 or higher shall not receive a step increase on July 01 of the calendar year in which he or she was hired or promoted, as the case may be.
5. No employee shall receive a step increase if his or her salary is above the Normative salary for his or her pay grade, or if the step increase would take his or her salary above that Normative, but an employee below the Normative may receive a part-step to take his or her salary to the Normative.

MASA SALARY SCALE

JULY 01, 2012

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	NORMATIVE
1	\$19,250	\$19,810	\$20,370	\$20,930	\$21,490	\$22,051
2	\$21,061	\$21,677	\$22,293	\$22,909	\$23,525	\$24,139
3	\$23,056	\$23,733	\$24,410	\$25,087	\$25,764	\$26,440
4	\$25,242	\$25,988	\$26,734	\$27,480	\$28,226	\$28,974
5	\$27,660	\$28,478	\$29,296	\$30,114	\$30,932	\$31,752
6	\$30,311	\$31,212	\$32,113	\$33,014	\$33,915	\$34,814
7	\$33,227	\$34,217	\$35,207	\$36,197	\$37,187	\$38,178
8	\$36,436	\$37,525	\$38,614	\$39,703	\$40,792	\$41,881
9	\$39,963	\$41,161	\$42,359	\$43,557	\$44,755	\$45,954
10	\$43,846	\$45,164	\$46,482	\$47,800	\$49,118	\$50,438
11	\$48,118	\$49,568	\$51,018	\$52,468	\$53,918	\$55,366

1. A step for a pay grade is equal to 20% of the remainder when the minimum salary for that grade is subtracted from the Normative salary for that grade.
2. Subject to paragraphs 3, 4 and 5 below, employees who are not at the normative salary will receive step increases on July 01.
3. An employee whose initial salary is less than step 1 for his or her pay grade shall receive a step increase upon the successful completion of probation. The employee's next step increase will take place on July 01 of the calendar year following the calendar year in which probation was completed.
4. An employee whose salary on the date of hire, or promotion to a new position, is at Step 1 or higher shall not receive a step increase on July 01 of the calendar year in which he or she was hired or promoted, as the case may be.
5. No employee shall receive a step increase if his or her salary is above the Normative salary for his or her pay grade, or if the step increase would take his or her salary above that Normative, but an employee below the Normative may receive a part-step to take his or her salary to the Normative.

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