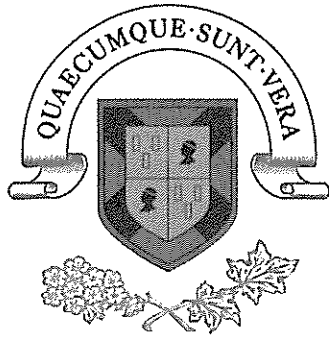


COLLECTIVE AGREEMENT



ST. FRANCIS XAVIER
UNIVERSITY

THE BOARD OF GOVERNORS OF
ST. FRANCIS XAVIER UNIVERSITY

- and -



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UNIFOR LOCAL 2107

October 1, 2021 – September 30, 2024

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THIS AGREEMENT is for three years effective from October 1, 2021, to September 30, 2024.

BETWEEN:

The Board of Governors of St. Francis Xavier University, in Antigonish, NS,
hereinafter referred to as the "Employer", and party of the first part;

AND:

Unifor-Local 2107,
hereinafter referred to as the "Union", and party of the second part.

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

To encourage efficiency in operation;

To promote the morale, well being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and its employees; to define more clearly wages and conditions of employment which shall obtain between the Employer and employees; to provide an amicable method of settling grievances or differences which may arise from time to time; to promote the mutual interest of the Employer and employees; to provide the carrying on of the Employer's business under methods which will further to the fullest extent possible the safety and welfare of the employees, together with efficiency and economy of operation. It is recognized by this Agreement to be the duty of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

1.02 The Employer and the union agree not to discriminate against and that there shall be no harassment (see MOA #6) of any employee on the grounds of race, nationality, religion, age, sex, marital status, sexual orientation, physical handicap, employment status, or any other grounds of discrimination by applicable Human Rights Code.

ARTICLE 2 – DEFINITION

2.01 The term “employee” as used in this Agreement shall include all employees of the Employer in the County of Antigonish, NS, with the following exceptions: faculty members, accountants, superintendents of departments, foremen, administrative staff, student workers, outside contractors and outside trades’ persons.

(a) The categories of employees eligible for participation in the benefits outlined in this Agreement are:

- Permanent full-time
- Permanent part-time

(b) Permanent full-time employees are those employees who:

- i) are normally scheduled to work eight (8) hours per day, five (5) days per week; or
- ii) are normally scheduled to work eight (8) hours per day, five (5) days per week on a seasonal basis i.e. September through April.
- iii) employees obtaining a permanent full-time position through an internal job posting shall be recognized as having served their probationary period. After serving six (6) months in the new position the employee shall have the right to return to their previous position without loss of seniority or other accrued benefits. The Employer after assessing the suitability of the employee to do the job based on conduct, quality of work, ability to work harmoniously with others and ability to meet the standards (training, job tasks, etc.) set by the Employer may return the employee to their previous position without loss of seniority or other accrued benefits.
- iv) employees obtaining a permanent full-time position through an external job posting shall serve a probationary period (see Article 2.3.c). Upon successful completion of the probationary period the employee’s seniority shall be retroactive to the original date of hire. Alphabetically surname first. First name last when more than one employee hired on the same date and shift.

(c) Permanent part-time employees are those employees who:

- i) are normally scheduled to work less than forty (40) hours per week but more than twenty (20) hours per week as described in Article 10.1; and
- ii) have a commitment to report to work on a scheduled number of days in a regular schedule, as well as such additional hours as may be requested by the Employer;
- iii) employees obtaining a permanent part-time position through an internal job posting shall be recognized as having served their probationary period. After serving six (6) months in the new position the employee shall have the right to return to their previous position without loss of seniority or other accrued benefits. The Employer after assessing the suitability of the employee to do the job based on conduct, quality of work, ability to work harmoniously with others and ability to meet the standards (training, job tasks, etc.) set by the Employer may return the employee to their previous position without loss of seniority or other accrued benefits.
- iv) Employees obtaining a permanent part-time position through an external job posting shall serve a probationary period (see Article 2.3.c). Upon successful completion of the probationary period the employee’s seniority shall be retroactive to the original date of hire. Alphabetically surname first. First name last when more than one employee hired on the same date and shift.

2.02 Casual Employees:

(a) Casual employees are those employees who are not regularly scheduled and report to work on an as needed basis. The release or discharge of a casual employee occurs at the end of the specific term of employment or at the sole discretion of the Employer, and such

employee will not be permitted to exercise seniority rights.

- (b) Casual employees who obtain a permanent position as a result of an internal job posting may have to complete the required probationary period (see Article 2.3.c). Days worked by casual employees in the same classification of the permanent position will be considered as contributing to the probationary period.
- (c) Skilled help upon presentation of a Union card may be paid the wage scale and all fringe benefits set locally for their trades. If skilled help is unable to present a Union card, they shall be paid the wage scale as set forth by this Agreement.
- (d) A Senior Casual employee is a Casual employee who works more than 1040 hours between May 1-April 30.
- (e) A Senior Casual employee is entitled to health, dental, and life insurance benefits subject to the eligibility criteria as determined by the insurer and shall accrue seniority rights in accordance with Article 16.03(c).
- (f) A Senior Casual employee shall be reclassified as a Casual Employee, and therefore be disentitled to continue benefit coverage and forfeit seniority, if the Senior Casual Employee:
 - (i) does not apply for a position for which they are qualified;
 - (ii) does not report to work after three (3) missed call in shifts; or
 - (iii) does not work more than 1040 hours between May 1-April 30 of each year.
- (g) A Senior Casual employee reclassified as a Casual Employee in accordance with section 2.02 may remain on the casual call-in list if they choose and the new seniority date shall be the date of forfeiture.

2.03 Permanent Seasonal Employees:

- (a) Are normally scheduled to work a minimum of 7 months per calendar year and other casual call in work for a combined total minimum of 1120 hours in a calendar year;
- (b) have a commitment to report to work on a scheduled number of days in a regular schedule, as well as such additional hours as may be requested by the Employer;
- (c) A seasonal employee is entitled to the same benefits as permanent full time employees on a prorated basis.

2.04 Probationary Period:

- (a) Employees shall be regarded as on probation for the first sixty (60) working days of their employment.
- (b) With written consent of the Employer, the probationary employee and the Unit Chairperson or designate, such probationary period may be extended.
- (c) During the period of probation, the employee's suitability for permanent employment shall be assessed on the basis of their:
 - (i) Conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others; and

- (iv) ability to meet the standards (training, job tasks, etc.) set by the Employer.

If at any time during this period it can be satisfactorily shown that the employee is unsuitable for employment, their employment may be terminated by the Employer.

2.05 Spouse – for the purposes of this collective agreement means:

- (a) either men or women who are married to each other;
- (b) either men or women who are married to each other by a marriage that is voidable, but which has not been annulled by a declaration of annuity;
- (c) either men or women who have gone through a form of marriage with each other, in good faith, that is void and are cohabiting, or if they cease to cohabit, have cohabited in the twelve month period immediately preceding the date of entitlement; or
- (d) two people who, not being married to each other and neither being married to another person, have cohabited in a conjugal relationship for a period of at least one year.

2.06 All pronouns will be changed to gender neutral.

ARTICLE 3 – MANAGEMENT

3.01 The Union acknowledges that it is the exclusive function of the Employer -

- (a) To operate and to manage the University and to direct the work force in accordance with its commitments and its responsibilities;
- (b) To select, to hire, to transfer, to promote, to demote, to lay-off, to suspend, or to discharge an employee for just cause, and to maintain order, discipline and efficiency;
- (c) To establish standards and schedules of operation.

3.02 Cases of disagreement will be dealt with in accordance with Article 9 of this Agreement.

ARTICLE 4 – RECOGNITION

4.01 The Employer recognizes Local 2107 of Unifor) as the sole collective bargaining unit for the employees as described in Article 2 and agrees to meet with representatives of the Local Union for the purpose of carrying out the terms of this Agreement.

4.02 No employee shall be asked or permitted to make any verbal or written agreement which may conflict with the terms of this contract.

4.03 Wages, hours and conditions of employment are recognized to be matters of agreement between the parties.

4.04 No employee shall suffer any reduction in wages as a result of this contract.

4.05 All privileges presently received, mutually recognized and not mentioned specifically in this Agreement shall remain in full force and effect.

4.06 It is agreed that there shall be no slow down, curtailment of work, strike, or lockout, during the term of this Agreement.

ARTICLE 5 – BARGAINING COMMITTEE – UNION REPRESENTATION

- 5.01 The Bargaining Committee shall include the Unifor National Representative, Local Union President, the Unit Chair, and five (5) Unit members in good standing, elected according to Unit procedures.
- 5.02 (a) The Employer agrees to cover the cost associated with completing the negotiation of the amendments to this Agreement to a maximum of five (5) Unit representatives.
- (b) If the employee is scheduled to bargain and those days and regularly scheduled working days require the employee to be scheduled more than 5 days in a row, the employee will be rescheduled to receive a day or days off just prior to or just after the bargaining days.
- 5.03 The Employer and Union agree that a list of members of each Bargaining Committee shall be exchanged within ten (10) calendar days of the Notice to Terminate or Seek Amendments to this agreement.
- 5.04 The Employer's Committee shall include the management personnel necessary to complete the negotiation of the amendments to this agreement.
- 5.05 The Unit Chair shall be permitted by their supervisor to leave their regular duties for up to eight (8) hours per week during their regular working hours without loss of time or pay. It is understood that these hours are for the purpose of performing Union business pertaining to this collective Agreement. The Chairperson must be available to attend scheduled meetings with University Administration during these designated eight (8) hours. The Unit Chair is expected not to absent themselves from their regular work without first obtaining permission from their supervisor. Permission of the supervisor shall not be unreasonably withheld.

The Union shall have the right to appoint one (1) Unit Chairperson to represent the bargaining unit covered under the terms of this collective agreement. This position (Unit Chairperson) will have the hours of Monday thru Friday, 8:00 am until 4:00 pm. (with exception of Power Engineers and KMC Rink/Pool). This will help host a relationship between union members management and will allow all meetings to be attended. In addition to a Unit Chairperson, the Union shall have the right to appoint stewards for each shift and department who shall be entitled to represent all employees under the collective agreement. The Union shall notify the Employer in writing of such stewards.

The Unit Chairperson and other stewards will be allowed reasonable time off to carry on University/ Union business only as such business pertains to this Agreement. To conduct such business, the stewards shall obtain the permission of their supervisors before leaving their jobs or work areas and shall notify their supervisors upon their return. Such permission shall not be unreasonably withheld.

- 5.06 The Union shall be permitted to post notices of meetings and other matters of interest to the membership on a bulletin board provided for that purpose.

ARTICLE 6 – CHECK-OFF

- 6.01 The Employer shall deduct from every employee any dues, initiation fees or assessment levied, in accordance with the Union Constitution and Bylaws. Deductions shall be made from each payroll cheque and a cheque for each four (4) week period be forwarded to the Financial Secretary of the Local Union within ten (10) working days of the second deduction, accompanied by a list of the names and classifications of each employee. Amendments to the address shall be supplied quarterly.
- 6.02 All new full-time, part-time or casual employees will receive orientation training within the first week of hire. The Employer will provide the opportunity for representation from the Union Committee along with a member of the Union Joint Health and Safety Committee to introduce themselves during orientation for a period of fifteen (15) minutes.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer agrees that, for as long as this Agreement remains in force, it is a condition of the employment for all present members of the Union and for new employees to become members of the Union as of the first working day following their date of hire.
- 7.02 Interview Clause: it is agreed that a representative of the Union, preferably someone who is not on duty, will be given an opportunity to interview each new employee following the end of their probationary period for the purpose of discussing with the new employee the benefits, privileges and duties of becoming a Union member, also to point out to the new employee the responsibility that he or she has to both Employer and the Union.

The Director Human Resources will advise the Secretary-Treasurer monthly of the names of those who have completed their probationary period, and on request will arrange a place and time once each month for the said interview which will not exceed 15 minutes in duration. Present at the interview there may be (if desired) a representative of the Employer. Because of the privilege of this interview, there shall be no solicitation for membership at any time on the Employer's premises.

ARTICLE 8 – WORKPLACE HARASSMENT & DISCRIMINATION

- 8.01 In accordance with the Nova Scotia Human Rights Act, the parties to this agreement agree that there shall be no discrimination practiced with respect to any Employee by reason of race, creed, colour, age, ethnic, national or aboriginal origin, political or religious affiliation, belief, or practice, sex, sexual orientation, marital or family status, source of income, physical/mental disability, an irrational fear of contracting an illness or disease, or association with another individual or class of individuals having characteristics referred above, except as authorized under the Act.
- 8.02 In accordance with the Trade Union Act, the parties to this agreement agree that there shall be no discrimination practiced with respect to any Employees by reason of membership, lack of membership or activity in the Union.
- 8.03 The Employer agrees that harassment or bullying in the workplace will not be condoned and acknowledges its responsibility to address alleged or actual harassment or bullying. The Employer shall maintain a policy on harassment and discrimination covering personal, sexual and harassment based on the protected grounds as set out in the *Nova Scotia Human Rights Act*.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 The Union will elect from the membership and the Employer will recognize a committee of Shop Stewards, all permanent employees of the Employer, which committee shall be known as the Grievance Committee members and any changes therein shall be known to the Employer.
- 9.02 Either the Employer or the Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of this Agreement on a matter arising directly between the Union and Employer within five (5) working days of such party having knowledge, or should have reasonably become aware of such incident giving rise to the grievance. Such grievances shall commence at Step 2 of the procedure set out below in this article.
- (a) Group Grievances can apply to this article and begin at Step 1.
- 9.03 Alleged complaints and grievances shall be dealt with in the following manner, and this procedure shall not be by-passed:

Step 1

The aggrieved employee or employees along with a Shop Steward, or union steward on their behalf, shall first discuss the complaint with their supervisor and shall do so within five (5) normal working days.

Step 2

If the alleged complaint is not settled within five (5) normal working days the complainant (or the Union Grievance Committee if a grievance), shall then refer the grievance in writing to the Director Human Resources or their representative. To assist with resolving the complaint the Director Human Resources or their representative may meet with the complainant along with a grievance committee member. The Director Human Resources or their representative shall give their decision in writing to the committee not later than five (5) working days following the presentation of the written grievance.

Step 3

All grievances not settled at Step No. 2 may be taken up within five (5) employee working days of the decision in Step No. 2. The meeting shall include the Vice- President of Administration or their nominee, and not more than four (4) management representatives, the President of the Union, the Unit Chair and not more than three (3) members of this committee. The Union National Representative, or their nominee, may be included if desired by either party. The decision of the Employer shall be given in writing within ten (10) days following the date of the meeting, unless otherwise agreed to by mutual consent of the parties.

Arbitration

If the settlement is not reached in the steps above, the matter may then be referred to an Arbitrator mutually agreed upon by the parties. Should the parties fail to agree upon an Arbitrator, they shall be appointed by the Minister of Labour of the Province of Nova Scotia. The decision of the Arbitrator shall be accepted and binding on both parties.

- (a) It is agreed between the Employer and the Union that any Arbitrator set up under the provisions of this Article, must render a decision not later than 30 days after the presentation by each party of its case to said Board, unless there is a mutual agreement between the parties for a postponement beyond that time.

- 9.04 If the complainant or the Union, or the Employer alleges a breach or violation of this Agreement, the respects or respect in which it is alleged that the Agreement has been broken or violated shall be indicated promptly to the Employer and/or the Grievance Committee. The matter then shall be regarded as a grievance and dealt with as set forth in Clause 2 above, beginning with Step 2.
- 9.05 The Employer and the Union agree to bear an equal share of any expenses incurred on account of any Arbitrator.
- 9.06 If an employee is dismissed for any reason whatsoever, and feels that they have been unjustly dealt with, they shall notify the Unit Chairperson or designate who shall promptly notify the Director of Human Resources, or their representative of the grounds of objection to such dismissal, and the discharge becomes a grievance, and shall be dealt with as outlined in Clause 9.03 of this section at Step 3. If subsequently it is decided that the employee was unjustly dealt with, they shall be reinstated in their former position and compensated for all time lost at their regular rate of pay.
- 9.07 If an employee feels that they have a grievance they shall report the matter to Management in the manner outlined in Clause 9.03 but pending settlement shall perform their duties faithfully.
- 9.08 The Employer agrees that the Grievance Committee (employees) will not have deducted from their wages, time spent in carrying out their duties in the administration of this Agreement.

ARTICLE 10 - ADMINISTRATION OF DISCIPLINE

- 10.01 Just Cause - An Employee shall not be disciplined or discharged without just cause.
- 10.02 Progressive Discipline - The parties agree with the principle of progressive discipline which typically involves progression from verbal warning to written warning to suspension and then to dismissal. However, the parties recognize that such progressive discipline sometimes is not appropriate; for example, there is certain conduct of a serious nature which may lead to immediate discharge of an Employee, subject to the right to file a grievance.
- 10.03 Union Representation for Discipline - The Steward or Unit Chairperson will be invited by the Employer to be present at any meeting between a representative of the Employer and an Employee called for the explicit purpose of announcing a suspension or dismissal. Where there is spontaneous imposition of suspension or dismissal, the Employer undertakes to advise the Unit Chairperson as soon thereafter as reasonably possible.
- 10.04 For the purposes of progressive discipline, if an Employee does not commit any offence of the same or similar nature during a thirty (30) month period, the employee's personnel file will be cleared of all notations regarding the discipline
- 10.05 Employees shall, upon giving reasonable notice, have access to files compiled by the Employer and/or its officers, where these files relate to their own employment. Employees shall have the right to reply in writing to any document and have said reply also placed in their own file.
- 10.06 The employer agrees to notify employees of any discipline added to their personnel file.

ARTICLE 11 – JOB POSTING

- 11.01 Permanent vacancies within the Bargaining Unit as determined by the Employer shall be posted according to the following information:
- a. description of position;
 - b. qualifications required;
 - c. rate of pay;
 - d. hours of work.

The job description and qualifications shall be determined by the Employer. The postings shall be for seven calendar days and bargaining unit employees shall be given first consideration.

- 11.02 A temporary vacancy that exists for a period designated to be in excess of sixty (60) calendar days or more shall be posted for five calendar days. The temporary vacancy resulting from the first posting will be posted for five calendar days. There will be no further postings.
- 11.03 Job Training: The Employer and union recognize the values of job training. Any employee participating in such Training Programs shall be entitled to salary continuance.

ARTICLE 12 - TRIAL PERIOD

- 12.01 Trial period outside of Classification: If an employee makes an application for a vacant non managerial job within another classification in the bargaining unit and is selected they shall serve up to a six (6) months trial period in the new position. The Union will provide this transferred employee with a trial period in the new job for up to six months (6). If the employee wishes to terminate the trial job anytime during this period or is not deemed to be suitable by the employer anytime during this period, they shall be returned to their former regular job at the former rate of

pay without loss of seniority. For purposes of clarity, any trial period shall exclude any paid or unpaid leaves.

ARTICLE 13 – WAGES

- 13.01 The Employer agrees to pay and the Union agrees to accept the scale of wage rates and ranges of wage rates attached to this Agreement as Appendix "A". Should a new classification be created during the term of this Agreement, the Management and Executive of the Union shall decide on the rate and designation.
- 13.02 Temporary Assignment: Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own while there is work available in their own classification, they shall be paid their regular rate. If an employee is assigned temporarily to perform work in a classification paying a higher rate, they shall receive the rate that goes with the classification.
- 13.03 Pay Day: The Employer agrees that pays will be issued electronically by Electronic Fund Transfer (EFT) to the employee's financial institution of choice and will be available to the employee after 00:00:01 a.m. every second Thursday. The Employer shall supply an adequate statement containing amounts received as well as deductions, after the allowance of two (2) weeks back time.

ARTICLE 14 – TIME AND APPLICATION OF MAXIMUM RATES

- 14.01 Employees with twelve (12) months' continuous service in a classification having a maximum pay scale would receive this maximum.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

- 15.01 (a) The calendar week shall be from 00:00:01 a.m. Sunday to the following 00:00:01 a.m. Sunday (except Power Engineers, refer to Article 1.1 of Memorandum of Agreement #1 and KMC Rink Operators, refer to Article 1.1 of Memorandum of Agreement #2).
- (b) The work week shall be one of five (5) eight (8) hour days, with one half-hour meal period included. This schedule shall apply in all departments (except Power Engineers, refer to Memorandum of Agreement #1 and Rink Operators refer to Memorandum of Agreement #2).
- 15.02 (a) All work in excess of eight (8) hours per day to forty (40) hours per week, shall be at the overtime rate of time and one half, except where double time is payable.
- (b) For the purpose of calculating hours of work all days on sick leave, compensable or non-compensable, or authorized leave of absence shall be considered days of work.
- (c) An employee cannot work more than 16 overtime hours during any three consecutive days, unless the seniority list has been exhausted. This will exclude callouts as per Article 14.08. When an overtime shift has been accepted and changes occur where the employer does not have at least 8 hours' notice of a change to required overtime, the first accepted overtime will remain in place
- (d) When an employee is called to work overtime and there is no answer, the caller will move on to the next person on the seniority list.

- 15.03 Employees who work overtime will not be required to take compensating time off.
- 15.04 The Employer agrees that two (2) fifteen (15) minute rest periods shall be given to employees during each shift.
- 15.05 Broken Shift: All those employees working the broken shift shall receive extra compensation pay of \$1.50 per shift for the inconvenience of having to work the broken shift.
- 15.06 (a) The eight hours of each shift shall be effective from "check-in" and check-out points of the job.
- (b) Where possible, the choice for straight shifts will be made on the basis of seniority.
- 15.07 The employees required to work a full eight (8) hour "evening shift" which can start from 3:00 p.m. up to 9:00 p.m. shall be paid an additional \$.85 per hour over and above their contract rate. Employees required to work a full eight (8) hour "back shift" which can start from 9:00 p.m. up to 3:00 a.m. shall be paid an additional \$1.00 per hour over and above their contract rate
- 15.08 Call-out time: When an employee is called out to work, they shall be guaranteed a minimum of four (4) hours pay at straight time. This clause will not in any way be used to prevent the payment of overtime, as covered by the provision of Clause 15.02. This provision shall include an employee being called out prior to regular scheduled shift. Employees may accumulate call-outs up to a maximum of thirty-two (32) hours.
- 15.09 (a) When an employee's scheduled shift is arranged without at least eight (8) hours advance notice, they shall be paid a premium of four (4) hours, in addition to their regular shift. An employee who is required to work four (4) hours in addition to their regular schedule shift will be entitled to a meal allowance of \$12.00 once per overtime shift.
- (b) A seasonal groundskeeper who is required to work four (4) hours in addition to their regular scheduled shift will be entitled to a meal allowance of \$12 once per overtime shift.
- 15.10 Management will offer overtime work according to seniority.
- 15.11 The Employer shall see that proper relief is supplied at all times so that no department is required to work understaffed for prolonged periods.
- 15.12 (a) Employees who are required by the Employer to standby shall receive standby pay of seven (7) hours pay, of which up to four (4) hours may be banked, at the employee's regular hourly rate for each one-week cycle.
- (b) An employee designated for standby duty shall be available for callouts during the period of standby duty. The University will not schedule standby during the months of June and July. The University shall supply a mobile phone for each employee on standby.
- If a standby employee is called out after midnight on a workday, the employee may request a delay in the start time of their normal shift by two hours or take two hours lieu time at the end of the shift. Such requests will not be unreasonably withheld.
- Employees who respond to call-outs after midnight and who reside outside of town may request overnight accommodations at the University
- 15.13 Employees remaining on campus during a storm for the purpose of snow removal will receive a \$20 meal allowance to cover meal expenses including breakfast.

ARTICLE 16 – SENIORITY

- 16.01 (a) Seniority shall mean continuous employment with the Employer beginning on the date and hour on which the employee began work after being hired. A probationary employee shall not have seniority until they have completed their probationary period as defined in Article 2.
- (b) Should one or more employees commence work on the same date and hour, seniority shall be determined by utilizing the last three (3) digits of their social insurance number, with the lowest number(s) being placed on the seniority list ahead of the higher numbers. Ratification going forward.
- 16.02 (a) In layoffs, rehiring, or promotion to a higher position, the seniority of the employee concerned, consistent with the ability to perform the work required, shall be a determining factor.
- (b) Where there is doubt as to the ability of a senior employee to perform the work required, a committee will be set up to judge their ability. The committee will have thirty (30) days to decide, during which time the senior employee will do the job unless replaced by the committee. At any time during the thirty (30) days, the committee has authority to replace the senior employee with the more junior employee. The committee will be composed of one representative from the Employer and Unit Chairperson or their designate, with a third member to be agreed to by these two representatives.
- 16.03 (a) The Employer and the Union agree to establish a seniority list of current employees effective December 31, 2003.
- (b) Effective January 1, 2004, the seniority for a permanent employee as outlined in Article 2.01 (b) and Article 2.01(c) shall be the date of the first shift worked in the twelve (12) consecutive month period immediately preceding the date the employee obtained a permanent position.
- (c) Casual employees do not have seniority rights. The seniority for a senior casual employee as outlined in Article 2.02 shall be the date of the first shift worked in the ten hundred and forty (1040) hours in any twelve (12) consecutive month period. However, such employee will only be permitted to exercise seniority rights effective immediately after accruing the required ten hundred and forty (1040) hours in any twelve (12) consecutive month period.
- 16.04 Seniority shall be forfeited (unless approved leave of absence) if an employee leaves, is discharged for cause, fails to return to work, or indicates that they will not return to work within one (1) week following recall, or is laid off for one (1) year.
- 16.05 The Employer agrees to post a seniority list effective May 1st of each year. Copies of any such posting shall be provided to the Unit Chairperson every six (6) months.
- 16.06 When a Unifor member transfers from the bargaining unit to accept employment within St.FX but outside of the bargaining unit, they shall forfeit their seniority after three months.
- 16.07 Lay off - In the event of layoff, the University shall lay off permanent employees in the reverse order of their seniority within their classification in their respective departments providing that there remain on the job employees who then have the ability to perform the work. This will mean an employee with seniority could move departments. (Ex: IA1's)
- 16.08 The Employer agrees not to use any casual employees to work if full-time or Part-time employees are on layoff and have not been given notice of recall.

ARTICLE 17 – HOLIDAYS

- 17.01 Employees who work on any of the holidays mentioned below, or days designated by the Employer will be paid double time for all hours worked in addition to their regular holiday pay.
- 17.02 (a) The Holidays are as follows: ½ day New Year's Eve; New Year's Day; Heritage Day; Good Friday; Victoria Day; Canada Day; First Monday in August; Labour Day; National Day for Truth and Reconciliation; Thanksgiving Day; Remembrance Day; ½ day Christmas Eve; Christmas Day; Boxing Day.
- (b) Those employees in the same classification and having the same skills and who are normally scheduled to work that day on which a holiday falls are to be scheduled in seniority order. The exception will be those employees in the Central Heating Plant, Alumni Aquatic Pool and Keating Centre Ice Arenas when operating.
- (c) Those employees called in on a Statutory Holiday will be called in seniority order. The exception will be those employees in the Central Heating Plant, and IA3 employees in the Alumni Aquatic Pool and Keating Centre Ice Arenas when operating.
- 17.03 If an employee so wishes, he or she may take a day off, instead of the holiday pay, providing this does not interfere with the operation of the Employer's business. Adjustments to be made twice a year.
- 17.04 (a) Providing a permanent full-time employee has worked their last scheduled shift prior to and their first scheduled shift after one of the named holidays, and they shall be paid holiday pay equivalent to eight (8) hours' pay at their hourly rate of the preceding normal working day.
- (b) Providing a permanent part-time employee has worked their last scheduled shift prior to and their first scheduled shift after one of the named holidays, they shall be paid holiday pay for the same hours up to a maximum of eight (8) hours, as worked on the average of the five (5) working days immediately preceding the holiday.
- (c) An employee without a posted permanent full-time or part-time position with more than ten hundred and forty (1040) hours in any twelve consecutive (12) month period shall be entitled to be paid for a holiday listed in Article 11.2 (a) of this collective agreement if they have received or is entitled to receive pay for at least fifteen days during the thirty calendar days immediately preceding the holiday and they have worked on their scheduled working day immediately preceding and immediately following the holiday.
- 17.05 If any of the above-mentioned holidays falls on a Saturday or Sunday, or any other day that interferes with the Employer's operations, the day proclaimed by the Government or the Employer in its stead shall be observed. A holiday list for each year will be presented by the Employer after consultation with the Union Executive on or before April 1st.
- 17.06 If one of the above mentioned statutory holidays occurs during an employees' vacation period, the employee will receive an additional day off in lieu thereof.
- 17.07 An employee who is required to work on a statutory holiday which occurs on his day off, shall receive two days off duty with pay, or will have two days added to their regular vacation period.
- 17.08 An employee who is absent on the statutory holiday after being posted to work may be requested to provide proof of illness to receive pay for the holiday pay.
- 17.09 An employee called out on a holiday shall be guaranteed a minimum of four (4) hours pay at straight time in addition to their regular pay. Overtime as a result of call out on a holiday will be at the rate of double time.

17.10 When a paid holiday falls on an employee's day of rest the Employer shall give the employee an alternate day off within the two week pay period in which the holiday falls where feasible and possible.

ARTICLE 18 - VACATIONS

Vacations will be granted on the following basis:

18.01 Those who have less than one year's service on May 1st will be granted one (1) day per month vacation to a maximum of two (2) normal weeks time.

18.02 Those who have more than twelve (12) continuous months' service up to May 1st, vacation to be granted two (2) normal weeks time .

18.03 Those who have three (3) years or more of service up to May 1st, vacation will be granted three (3) normal weeks' time.

18.04 Those who have ten (10) years of more of service up to May 1st, vacation will be granted four (4) normal weeks time.

18.05 Those who have fifteen (15) years of more of service up to May 1st, vacation will be granted five (5) normal weeks time.

18.06 Five (5) weeks with six (6) weeks' pay after twenty-five (25) years of service. The extra week's pay is to be issued on the first pay in May.

18.07 Those on approved unpaid leave of absence will have the vacation entitlement above pro-rated for the year of the unpaid leave of absence. Years of service for entitlement will not be affected.

18.08 It may be too difficult in the Maintenance Department to schedule vacations so that all receive a continuous four weeks. A minimum of two consecutive weeks at a time will be guaranteed. Vacations are to be scheduled so as not to interfere with the employee's normal rest days off. The following will deem an employee on a full vacation calendar week and not be eligible to work overtime unless an unforeseen emergency arises:

The vacation week shall include the two rest days prior to the five consecutive days off and the two rest days after the five consecutive days off.

18.09 The number of days included in vacation pay is to be indicated on cheque.

18.10 (a) Vacations shall be scheduled between May 1st and April 30th, if possible, in a manner that will least interfere with the operation of the Employer's business. Preference for vacation time will be on the basis of seniority and vacation will be taken in the year in which they become due. The following will deem an employee on a full vacation calendar week and not be eligible to work overtime unless an unforeseen emergency arises:

1. Scheduled off for five (5) vacation days in any calendar week.
2. Employees may elect to schedule up to maximum of 5 days of their vacation entitlement as individual days after full weeks of vacation have been scheduled.

(b) The Employer agrees if required a supervisor may permit an employee to use accrued vacation in advance to a maximum of five (5) days. Exceptional circumstances will be dealt with on a case by case basis. This benefit will not be unreasonably withheld.

18.11 If an employee leaves the service of the Employer for any normal reason, they shall be paid the

amount of vacation pay due to them, on a pro rata basis, retroactive to the time vacation was last calculated or the commencement date of employment if no previous vacation had ever been received.

- 18.12 Vacation dates are to be posted so as to give the employees a minimum of ten (10) days' notice prior to their vacation periods.
- 18.13 Vacation pay to all "part-time" or "casual employees" is to be equivalent to:
- 4.0% of gross regular earnings from 0 – 36 months of service
 - 6.0% of gross regular earnings from 36 – 120 months of service
 - 8.0% of gross regular earnings from 120 – 180 months of service
 - 10.0% of gross regular earnings from 180 – 300 months of service
 - 12.0% of gross regular earnings more than 300 months of service
- 18.14 In cases of disagreement, refer to Article 9.

ARTICLE 19 – SICK LEAVE

- 19.01 (a) After three (3) months continuous service, four and one-half (4½) days sick leave shall be credited to the employee and thereafter at a rate of one and one-half (1 ½) days per month.
- (b) After three (3) months of service by an employee following the accumulation ten hundred and forty (1040) hours in any twelve consecutive (12) month period without a posted permanent full-time or part-time position, sick leave shall be credited on a pro rata basis based on five hundred and twenty (520) hours of continuous service by a full-time employee.
- (c) A casual employee is not entitled to sick leave credits.
- 19.02 Any unused portion of sick leave shall be cumulative up to a maximum of twelve hundred (1200) hours.
- 19.03 When sick leave is claimed, the Employer may request proof of illness including completion of the Attending Physician's Statement on Employee Sickness form attached as Appendix "B" to this agreement.
- 19.04 It was agreed that a list of sick leave credits would be posted once a year, preferable during the month of May.
- 19.05 Part-time employees shall be entitled to be paid for sick leave for the same hours, up to a maximum of eight (8) hours, as worked on the average of the five (5) working days immediately preceding the sick leave.
- 19.06 Employees may use up to a maximum of four (4) sick day credits from May 1 to April 30 each year for the purpose of attending out of town specialist doctor and/or dentist appointments. Out of town shall include outside of Antigonish Town and/or County.
- 19.07 In addition to Article 19.06 above and subject to the requirement of the Employer, an employee may charge up to four (4) days against their sick day from May 1 to April 30 each year for the purpose of family illness. For the purposes of this article, family shall mean father, mother, spouse, son, daughter, stepchild, foster child or any other dependent domiciled with the Employee.
- 19.08 Should an employee be hospitalized or seriously injured that they are confined to their home under active medical supervision the employee may request to have the unused portion of their vacation rescheduled.

- 19.09 An employee who is sick and cannot report to work will endeavour to notify their supervisor one (1) hour prior to the start of their scheduled shift. Failure to do so may result in forfeit of sick pay for the scheduled shift(s).

ARTICLE 20 – BEREAVEMENT LEAVE

- 20.01 In the event of the death of a Partner/Spouse, son or daughter, father, mother, brother, sister, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any family member living with the Employee, the Employee shall be entitled to a leave of absence with pay of not more than five (5) Working Days taken at the time of death. The Employer may extend this leave if extenuating circumstances prevail.
- 20.02 In the event of the death of a sister/brother-in-law, aunt/uncle, nephew/niece, the Employee shall be entitled to a leave of absence with pay of not more than three (3) Working Days taken at the time of death. The Employer, however, may extend this leave if extenuating circumstances prevail.
- 20.03 If a death occurs in the Employee's family as defined in Article 20.01 or 20.02 when the employee is at work, the Employee shall be granted leave of absence with pay for the remainder of her scheduled shift. This leave is in addition to the entitlements in Article 20.01 or 20.02.
- 20.04 An Employee who has taken bereavement leave pursuant to Article 20.01 or 20.02 shall be entitled to a maximum of two (2) additional Working Days for travel to a funeral, memorial service or burial that occurs after the bereavement leave. The additional paid time shall be based on the total travel time from the Employee's residence to and from the funeral, memorial service or burial.
- 20.05 An Employee who is not eligible for bereavement leave pursuant to Article 20.01 or 20.02 shall be entitled to leave with pay to attend a funeral, memorial service or burial service, provided the Employer is able to grant the time off within operational requirements.
- 20.06 If death occurs during an Employee's vacation or sick leave, the bereavement leave to which he is entitled as provided for in paragraphs above, will be counted as such and said days will be added to his vacation or sick leave.

ARTICLE 21 – GRADUATION DAY LEAVE

- 21.01 The Employer agrees to grant an employee one day leave with pay for the purpose of attending the graduation from St. Francis Xavier University of a son or daughter when it occurs on a regular working day.
- 21.02 The Employer agrees to grant an employee one day leave with pay for the purpose of attending their graduation from St. Francis Xavier University if it occurs on a regularly scheduled working day.

ARTICLE 22 – PREGNANCY LEAVE AND PARENTAL LEAVE

- 22.01 (a) **Pregnancy & Maternity Leave**
Maternity leave is unpaid leave for biological mothers, including surrogate mothers, who cannot work because they are pregnant or have recently given birth. Your leave without pay must end no later than 16 weeks after your pregnancy ends. Eligibility is in accordance with the *Nova Scotia Labour Standards Code*.
- (b) **Parental & Adoption Leave Options**
Parental leave is unpaid leave for parents who are caring for a newborn or newly adopted child or children. There are two options available for receiving EI Parental Benefits:

- a. Standard parental benefits can be paid for a maximum of 35 weeks and must be claimed within a 52 week period (12 months) after the week the child was born or placed for the purpose of adoption. The weekly EI benefit rate is 55% of the claimant's average weekly insurable earnings up to a maximum amount.
 - b. Extended parental benefits can be paid for a maximum of 61 weeks and must be claimed within a 77-week period (18 months) after the week the child was born or placed for the purpose of adoption. The EI benefit rate is 33% of the claimant's average weekly insurable earnings up to a maximum amount.
- (c) Where an Employee did not take pregnancy leave pursuant to Article 22.01 (a), parental leave begins on such date as determined by the Employee, coinciding with or after the birth of the child or children first arriving in the Employee's home, and ends not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home, or 77-week period (18 months) if extended leave is taken
 - (d) Employees must give their supervisor and the Human Resources Department at least four weeks' notice of both the date on which the leave will start and, if the employee plans to return early, the planned date of return to work. If the employee cannot give four weeks' notice of leave because the baby is born early, or because of a medical condition, then the employee must give as much notice as possible.
 - (e) Where an Employee reports for work upon completion of the pregnancy leave, the Employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of Seniority or benefits accrued to the commencement of the pregnancy leave.
 - (f) While on pregnancy leave, an Employee shall continue to accrue and accumulate Service and Seniority credits for the duration of her leave, and her Service and Seniority shall be deemed to be continuous.
 - (g) Parental leave of three (3) days with pay and two (2) days without pay shall be granted to an employee immediately following the birth or adoption of their child.

ARTICLE 23 – SPECIAL FUNDS

23.01 Education Fund

The Employer agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Employer to the following address: Unifor Paid Education Leave Program, 205 Placer Court, Toronto, ON M2H 3H9

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

23.02 Social Justice Fund

The Employer agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of Unifor's Social Justice Fund. Such monies to be paid to the Unifor on a quarterly basis and sent by the Employer to the following address: Unifor Social Justice Fund, 205 Placer Court Toronto, ON M2H 3H9.

23.03 Local Union Training Fund

One cent (\$0.01) per hour per employee for each hour worked during the term of this collective agreement to Unifor local 2107 for the education and representation of its membership by the Local Union. Such payments will be made quarterly by cheques and issued to the Financial Secretary of Local 2107.

ARTICLE 24 – UNPAID LEAVES OF ABSENCE / LTD

24.01 Unpaid Leave of Absence: Subject to the requirements of the Employer, a leave of absence may be authorized by mutual consent between the parties for medical attention. During the leave, seniority will accumulate. Service for the purpose of vacation and other benefits will be retained but the employee will not accrue benefits during the period of leave.

24.02 Unpaid Leave of Absence: Subject to the requirements of the Employer, a leave of absence may be authorized by mutual consent between the parties for any good reason. During the leave, seniority will accumulate. Service for the purpose of vacation and other benefits will be retained but the employee will not accrue benefits during the period of leave. The employee will not be eligible to participate in the Group Pension Plan, Group Health Plan and Group Long Term Disability Plan during the period of leave.

24.03 For a leave of absence of more than one month, it is the responsibility of the employee to advise their supervisor and the Union at least seven (7) days prior to the expiry date of the leave that they will be returning to work immediately after the leave. If the employee fails to notify the Union and the Employer as required, they will be considered to have resigned from their employment with the Employer effective the expiry date of the leave.

24.04 Employees shall be entitled to compassionate care leave in accordance with the Nova Scotia Labour Standards Code.

24.05 Employee Rights During the Compassionate Care Leave: During compassionate care leave, an employer must let the employee keep up any benefit plans to which the employee belongs at the employee's own expense. If this option to keep up the benefits has an expiry date, the employer must give 10 days' written notice before the option to keep up the benefits is no longer in effect. An employee who returns from compassionate care leave must be accepted back into the same position or a comparable one with no loss of seniority or benefits.

ARTICLE 25 – UNION LEAVE

25.01 Union leave shall be reimbursed to the Employer based on employee actual fringe benefit costs.

25.02 Employees granted a leave for Union business will have all of their benefits kept whole during the period of leave provided the employee and/or the Union pays the full premium for any benefit in which they participate.

ARTICLE 26 – JURY DUTY

26.01 Employees required to serve on jury duty and/ or appear as a summonsed witness shall not lose any pay as a result of carrying out the duties of this delegation. The Employer agrees to make up the difference between any specified pay and the employee's normal wages.

ARTICLE 27 – UNIFORMS AND FOOTWEAR

27.01 The Employer shall provide three (3), by Sept/Oct of each year, complete sets of uniforms for each

calendar year. Uniforms, including coats, are for the exclusive use of the employee concerned and are to be worn during working hours only. Employees are responsible for keeping their uniforms neat, clean and in good repair. Uniform replacement will not be unreasonably withheld. The employer shall provide one coat during the term of the contract.

- 27.02 The Employer will reimburse each permanent employee (see Article 2) upon the presentation of an appropriate receipt up to a maximum of \$225.00 plus tax toward the purchase by Sept/Oct of safety footwear.

ARTICLE 28 - REDUNDANCY

- 28.01 (a) Redundancy is a permanent separation initiated by the Employer due to reorganization and the dissolution of a position.
- (b) Permanent full-time employees or permanent part-time employees (see Article 2.2) who are terminated as a result of redundancy will be entitled to termination/severance pay as follows:
- i) More than twelve (12) months of continuous service but less than fifteen (15) years of continuous service will be entitled to one (1) week salary for each year of continuous service completed. The employee will also be allowed to continue to participate in the Group Health Plan for one (1) year at no cost to the employee.
 - ii) More than fifteen (15) years of continuous service will be entitled to one (1) week salary for each year of continuous service completed up to fifteen (15) years plus two (2) weeks salary for each year of continuous service completed in excess of fifteen (15) years to a maximum of fifty-two (52) weeks. The employee will also be allowed to continue to participate in the Group Health Plan for one (1) year at no cost to the employee.

ARTICLE 29 -- TUITION CREDITS

- 29.01 (a) Children of permanent full-time employees (see Article 2): After three (3) years of continuous service by a mother or father, dependent children are eligible to receive a tuition credit equivalent to one-half (1/2) full-time tuition per year. This tuition credit only applies to those children enrolled at St. Francis Xavier University full-time (four or more courses) who are in good academic standing for the first under-graduate degree (Bachelor of Education is considered a graduate degree). The tuition credit does not apply to those children enrolled in the summer school or the part-time program.
- (b) Spouse of permanent full-time employees (see Article 2): After three (3) years of continuous service by an employee, the current spouse will be eligible to receive a tuition credit equivalent to one-half (1/2) full-time tuition per year. This tuition credit only applies to those spouses enrolled at St. Francis Xavier University full-time (four or more courses) who are in good academic standing for the first undergraduate degree (Bachelor of Education is considered a graduate degree). The tuition credit does not apply to those spouses enrolled in the summer school or the part-time program.
- (c) A permanent Employee is eligible to receive full tuition credit for any credit course whether it is job related or not to a maximum of 12 credits during the period September 1 to August 31."
- (d) Employees wishing to take advantage of the above noted tuition credits should write to the Human Resources Department each year, prior to the start of the academic year. The letter should record the following information: department; name of course or degree; year

of degree; and student ID number. The Human Resources Department will advise the employee in writing of approval.

ARTICLE 30 – HEALTH AND SAFETY

- 30.01 (a) The Employer and Union agree to establish a University Health and Safety Committee.
- (b) The Employer and the Employees shall institute and maintain all precautions to guarantee every worker a healthy workplace and to protect the environment outside the workplace. The Employer and the Employees shall comply in a timely manner with the Nova Scotia Occupational Health and safety Act, its regulations, codes of practice, guidelines and all relevant environment laws, regulations, codes of practice and guidelines. The current Joint Occupational Health and Safety Committee Policies and Procedures Manual established under these laws shall constitute the minimum acceptable practice to be improved upon by recommendations from the Facilities Management site Occupational Health and Safety Committee and Joint Occupational Health and Safety Committee.
- (c) Those employees who are members of the FM Union Joint Health and Safety Committee and the University JOHSC will be provided with forty- five (45) minutes of paid preparation time prior to each Health and Safety Committee Meeting.
- (d) There will be “Tool-Box” meetings provided for the Custodial Departments on a monthly basis.
- 30.02 Skilled trades, grounds, pool and rink operators, power engineers shall be provided with one (1) pair of prescription safety glasses as required and paid for by the University over the life of the contract.

ARTICLE 31 – JOINT LABOUR RELATIONS COMMITTEE

- 31.01 The Employer and the Union agree to cooperate in the establishment and operation of a Joint Labour Relations Committee. The object of this committee shall be to provide and facilitate cooperation and participation of workers in bringing forward ways and means of improving values of diversity, economy, efficiency and promoting fuller understanding and confidence between Administration and employees.

ARTICLE 32 – JOB SECURITY

- 32.01 Supervisors shall not perform any duties within the bargaining unit, except in the instance of supervisory instruction, provided the act of performing the aforementioned operation in itself does not reduce the hours of work of any employee.
- 32.02 Recognizing that changing conditions in the University may necessitate the restructuring of the work force from time to time, and recognizing as well the need to keep employees informed on any possible changes, the Employer hereby agrees to give as much advance notice as possible, but in any case not less than (12) months' notice for any change that will affect the employees in Facilities Management and agrees to meet with the Union to discuss such considered changes. At the same time, the Employer agrees that all facilities presently utilized will continue to be so utilized insofar as is practical.

ARTICLE 33 – BENEFIT PLANS

- 33.01 (a) The Group Health Plan under Policy No. 08490 – Division 003 currently managed by Medavie Blue Cross or their successor shall not be changed or modified during the term of this agreement except by negotiation and the mutual agreement of both parties. The Employer shall pay 80% of the Health and Dental Plan.
- (b) Employees who reached the age of fifty-five (55) and who have completed twenty- five (25) years of service at the date of termination of employment and who take retirement through the Defined Benefit Pension plan for Employees of St. Francis Xavier University will be allowed to continue to participate in the group health plan until reaching the age of 65 in the same manner as permanent employees. The employee can arrange a satisfactory reimbursement of required contributions with the Employer.
- 33.02 (a) The current cost share of the Long Term Disability Insurance premium on a 50/50 basis. Employees receiving Long Term Disability Insurance benefits will continue to participate in the Group Health Insurance Plan and the Group Pension Plan on a cost free basis.
- (b) When an employee is approved for benefits under the Long Term Disability Program, their position shall be posted to the Bargaining Unit as a permanent vacancy. An employee who recovers within the first three (3) years while on benefits, to the extent that they are able to return to work, will be given the opportunity of displacing an employee with less seniority in a similar or lower classification, provided the senior employee possesses the minimum requirements and the ability to perform the job. Employees who are displaced as a result shall in turn exercise their seniority. Employees shall earn seniority for up to three (3) years while receiving long term disability benefits. After three (3) years on long term disability benefits an employee shall retain their seniority as existed at the end of this three (3) year period.
- (c) The Group Long Term Disability Insurance Plan shall not be changed or modified during the term of this agreement except by negotiation and the mutual agreement of both parties. If the Group Long Term Disability Insurance Plan is discontinued, the Employer's monthly premium cost shall be used to increase or create new benefits available to the employees, as may be mutually agreed to between the parties. The Employer shall pay 50% of the Long Term Disability Plan. Any increases or deficits shall be shared 50/50 between the Employer and the employees.
- (d) The employee on an approved leave of absence for medical reasons will be allowed to continue to participate in the group health plan and shall be responsible for the employee's share of the required contributions. The employee can arrange a satisfactory reimbursement of required contributions with the Employer.
- 33.03 The Employer and Union recognize the requirements to comply with legislation as it pertains to the accommodation of employees. Any employee who receives medical advice that, due to illness or injury, they are unable to perform the duties of their full time classification on a full time basis must report to Human Resources with a letter from an appropriate medical practitioner stating the limitations. Notification will be provided to the Union when a request for accommodation will impact staffing and scheduling of others.
- 33.04 The following benefits will be continued for eligible Post 65 active employees and their eligible dependents with no change in the current cost sharing arrangements. These benefits include:
- EFAP
 - Basic Life (age 70)
 - Basic AD&D (age 68)

The terms of coverage will be offered effective March 10, 2010 and will extend until the end of the term of the Agreement currently under negotiation. At the end of the Agreement, the

ARTICLE 35 – DURATION

- 35.01 (a) This agreement shall remain in full force and effect for a three year period from October 1, 2021 to September 30, 2024, and shall be renewed automatically from year to year thereafter unless one of the parties gives to the other party, within sixty (60) days before the expiration, notice of its intention to terminate or seek amendments to this agreement.

- (b) Any agreement and/or temporary agreement entered into during the life of this Agreement that is an amendment to this contract will be added as an MOU.

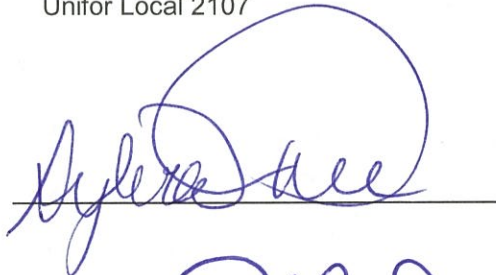
Within ten (10) calendar days after the receipt of such notice, both parties shall meet for the purpose of negotiating amendments to this agreement. During the negotiating period, this agreement shall remain in full force and effect.

SIGNED this 22 day of November, 2021.

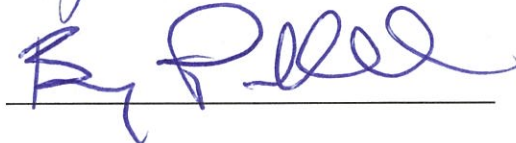
ON BEHALF OF:

The Administration of
St. Francis Xavier University
Antigonish, Nova Scotia

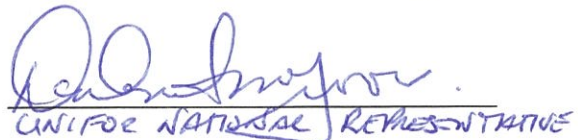
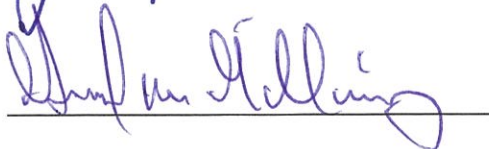
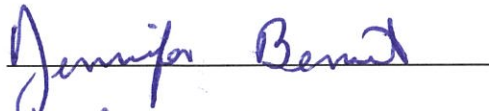
Unifor Local 2107



Andy Hakin
President and Vice Chancellor



Andrew P. Beckett
Vice President Finance & Administration



UNIFOR NATIONAL REPRESENTATIVE

University's benefit consultants will review the overall benefit plan experience and the experience of the Post 65 active employees and their dependents and provide a report on same to the University and the Unifor Local 2107.

The University and the Unifor will review this report within the context of negotiating a cost sharing arrangement. Such an arrangement will have the effect of insulating the University from financial losses on a go-forward basis, resulting from claims experience of the Post 65 employees and their dependents.

- 33.05 The employee must apply for the Employer's Group Long Term Disability benefits where an employee is medically eligible, in accordance with the LTD plan in effect (currently within 75 day waiting period). Probationary and casual employees are not eligible for LTD. If the Group LTD insurer does not approve the claim for benefits, the employee will notify the Employer, indicating their intent to appeal the Insurer's decision.

The employee may request a union representative be present at any meetings with the employer regarding the LTD process.

ARTICLE 34 – WORKERS' COMPENSATION

- 34.01 The Employer agrees to carry Workers' Compensation insurance coverage for the employees.

- 34.02 When an employee is entitled to receive compensation under the Workers' Compensation Act, the Employer shall pay the difference between the lost time compensation as received under the act and the normal rate of pay for their regular classification and regular shift schedule. This difference paid by the Employer shall be charged to the employee's sick leave accrual. An employee's total income while on Workers' Compensation cannot exceed 100% of what their regular earnings with the Employer would have been during the period they receives Workers' Compensation.

APPENDIX "A"
WAGE SCHEDULE

Schedule A

Wage Increase –

	<u>2.00%</u> <u>Oct. 1, 2021</u>	<u>1.50%</u> <u>Oct. 1, 2022</u>	<u>1.50%</u> <u>Oct. 1, 2023</u>
IA1*	\$18.20	\$18.47	\$18.75
IA2	\$19.74	\$20.03	\$20.33
IA3	\$21.94	\$22.27	\$22.60
IA4	\$28.95	\$29.38	\$29.82
PEII	\$31.52	\$31.99	\$32.47

* \$.50 less per hour for first 2080 hours.

Adjustments:

Year 1; \$0.25 per hour increase on date of ratification for IA1, IA2, IA3, and IA4 (included in rates above)

IA1, IA2, and IA3: \$.05 rate increase to assist with parking costs (included in the rates above)

Lead Hands will receive ten percent (10%) above classification

Institutional Attendant III Apprentice – Start at \$1.00 per hour less than the Institutional Attendant III rate and receive \$0.25 per hour increase for each 1000 hours of on-the-job training for 4000 hours.

Licensing Fees

The Employer shall reimburse employees for licensing fees outside of Class 5 applicable to any licenses required relative to their University employment.

APPENDIX "B"
ATTENDING PHYSICIAN'S STATEMENT ON EMPLOYEE SICKNESS

YOU MAY MAIL THIS FORM DIRECTLY TO:

Human Resources
 St. Francis Xavier University
 PO Box 5000
 Antigonish, NS B2G 2W5

FAX: (902) 867 - 3345
 E-MAIL: aps@stfx.ca

Request for Functional Information of Presenting Illness/Injury

The purpose of this form is to assist in the safe & timely return to work process for the employee.

Section 1 (To be completed by EMPLOYEE)	
Employee's Name:	Employee Number:
Address:	Telephone (Home):
	Telephone (Work):
Immediate Supervisor:	Telephone (Work):
EMPLOYEE: I authorize my Healthcare provider to complete this form. The employer will keep this information confidential.	
Employee's Signature:	Date:

Section 2 (To be completed by Physician or Authorized Health Professional)	
<p><u>Does Employee have any physical, psychological or mental impairment that currently impairs the employee from returning to unrestricted work activities?</u></p> <p>_____ NO <u>The employee can return to unrestricted work activities.</u> Expected Date of return to work _____ [Please do not complete the remainder of form]</p> <p>_____ YES If yes, please answer the following questions.</p>	
<p>If the employee has a physical impairment, please complete the Physical Capability Assessment (on reverse side). If the impairment is non-physical, please describe the limitations the employer should bear in mind in the search for suitable transitional duties. (Example: shortened workday tolerance). PLEASE DO NOT INCLUDE A DIAGNOSIS.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>If the condition is temporary, how long do you think the condition will last?</p> <p>___ 2-4 weeks ___ 4-6 weeks ___ 6-8 weeks ___ >3 mos</p>	<p>If the condition is contagious, how long do you think the condition will last?</p> <p>___ 2-4 weeks ___ 4-6 weeks ___ 6-8 weeks ___ >3 mos</p>

When can Employee return to transitional/restricted duties within the listed abilities/limitations? _____	When do you anticipate a return to unrestricted work duties? _____
When is employee scheduled for a reassessment?	
(Optional) Are there any steps that the employer could take to assist in recovery and rehabilitation? _____	
Health Care Provider: The information provided in this document is true and based on my examination of the patient.	
Signature:	Date:
Name (Print):	
Mailing Address:	
Telephone Number:	Fax Number:

Physical Capability Assessment of Presenting Illness/Injury

Employee Name: _____

LIFTING	No Restriction	Occasional	Restricted
Sedentary			
Light			
Medium			
Heavy			

STANDING	No Restriction	Occasional	Restricted
1 hr - 2 hr			
2 hr - 4 hr			
4 hr - 6 hr			
6 hr - 8 hr			

CARRYING	No Restriction	Occasional	Restricted
Sedentary			
Light			
Medium			
Heavy			

WALKING	No Restriction	Occasional	Restricted
1 hr - 2 hr			
2 hr - 4 hr			
4 hr - 6 hr			
6 hr - 8 hr			

BENDING	No Restriction	Occasional	Restricted
To a desk			
To the floor			

L ARM USE	No Restriction	Occasional	Restricted
Above Shoulder			
Below Shoulder			

CLIMBING	No Restriction	Occasional	Restricted
Stairs			
Ladders			

R ARM USE	No Restriction	Occasional	Restricted
Above Shoulder			
Below Shoulder			

SITTING	No Restriction	Occasional	Restricted
1 hr - 2 hr			
2 hr - 4 hr			
6 hr - 8 hr			

R HAND USE	No Restriction	Occasional	Restricted
General Tasks			
Fine Control			
Gripping			

SHOULDER MOVEMENT	No Restriction	Occasional	Restricted
1 hr - 2 hr			
2 hr - 4 hr			
6 hr - 8 hr			

L HAND USE	No Restriction	Occasional	Restricted
General Tasks			
Fine Control			
Gripping			

VOICE	No Difficulty	Occasional Difficulty	Constant Difficulty

HEARING	No Difficulty	Occasional Difficulty	Constant Difficulty

Health Care Provider: The information provided in this document is true and based on my examination of the patient.

Signature:	Date:
Name (Print):	
Mailing Address:	
Telephone Number:	Fax Number:

APPENDIX "C"

Health and Dental Benefits

80% Employer 20% Employee Health with Dental

Bi Monthly (two payments per month for the term of the Collective Agreement), subject to renewal rates.

Group Basic Life Insurance:

Inclusion in the University Group Basic Life Insurance, Basic Accident Insurance (50% Employee/50% Employer) Includes tax deduction for employer insurance premium.

APPENDIX "D"

FOR SKILLED TRADES AND SKILLED TRADES APPRENTICESHIP

1. a. The purpose of this Appendix is to define trades and classifications, apprenticeship program for trades, wage rates, seniority provisions and other matters covered by this Agreement.
- b. The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed in scheduled "B" below, except as altered by the provisions of this Appendix "D".
- c. The Skilled Trades covered by this Appendix constitute those trades for which an apprenticeship is usually served together with those classifications which form a part of an apprenticeship trade.
- d. A journeyman in any of the designated Skilled Trades shall mean any person who has served a bona fide apprenticeship of four (4) years – 8000 hours – and possesses proof of such apprenticeship service with a provincial certification or national certification (red seal), or
- e. Entry into the Skilled Trades shall be restricted to persons:
 - i. who provides documents at date of hire proving their claim to journeyman status.
 - ii. who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties, or
- f. **SKILLED TRADE SENIORITY**
 - iii. Employees who are in Skilled Trades or have recall rights thereto as at the date of this Agreement shall retain their seniority established at that date and continue to accrue seniority thereafter.
 - iv. New trade persons shall have seniority in their trade only as from the date of entry.

2. Apprenticeship Language

- a. **APPRENTICESHP STANDARDS** – The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Employer and the (Unifor–Local 2107).
- b. **PURPOSE** – The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound.
- c. **DEFINITIONS**
 - i. "Registration Agency" on labour standards shall mean the Industrial Training Branch of the Nova Scotia Department of Labour for the apprentice as a student, covering related instruction.
 - ii. "Apprenticeship Agreement" shall mean a written agreement between the Employer and the person employed as an apprentice and their parent or guardian if they are a minor, which agreement or indenture shall be registered with the Registration Agency.
 - iii. "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which they had been assigned under these standards and who is covered by a written agreement with the Employer providing for their training in accordance with these standards of apprenticeship and who is registered with the Registration Agency.

- iv. "Standards of Apprenticeship" shall mean this entire document, including these definitions.
- d. **APPLICATION** – The Employer will determine if it will require an apprentice for a trade and post it internally and externally for applicants. Applications for a posted apprenticeship position will be received by the Human Resources Department of the Employer from applicants considering themselves eligible under the program of training. The selection and hiring of an apprentice is the sole responsibility of the Employer.
- e. **APPRENTICESHIP ELIGIBILITY REQUIREMENTS** – In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:
 - i. They must have a junior matriculation or its educational equivalent;
 - ii. It is understood that all applicants must successfully pass the Employer's regular employment requirements.
- f. **CREDIT FOR PREVIOUS EXPERIENCE** – At the discretion of the Employer, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices' probationary period.
- g. **TERM OF APPRENTICESHIP** - The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.
- h. **PROBATIONARY PERIOD** – The first five-hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the Apprenticeship Agreement with an apprentice may only be cancelled by the Employer for just cause. The registration agency shall be advised of such cancellation.
- i. **HOURS OF WORK** – Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen employed by the Employer. In case an apprentice is required to work overtime he shall receive credit on the terms of apprenticeship for only the actual hours of work.
- j. **DISCIPLINE** – The Employer shall have the authority to discipline and/or cancel the apprenticeship agreement of the apprentice at any time for cause such as:
 - i. inability to learn;
 - ii. unreliability;
 - iii. unsatisfactory work;
 - iv. lack of interest in their work or education;
 - v. improper conduct;
 - vi. failure to attend classroom instruction regularly.
- k. **WAGES** – Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:
 - 1st 1,000 hours – not less than 65% of the trade's wage rate as set out in Scheduled "B" below
 - 2nd 1,000 hours – not less than 70% of the trade's wage as set out in Schedule "B" below
 - 3rd 1,000 hours – not less than 75% of the trade's wage as set out in Schedule "B" below
 - 4th 1,000 hours – not less than 80% of the trade's wage as set out in Schedule "B" below

5th 1,000 hours – not less than 85% of the trade’s wage as set out in Schedule “B” below

6th 1,000 hours – not less than 90% of the trade’s wage as set out in Schedule “B” below

7th 1,000 hours – not less than 95% of the trade’s wage as set out in Schedule “B” below

8th 1,000 hours – not less than 95% of the trade’s wage as set out in Schedule “B” below

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has completed 8,000 hours of training and their journeyman’s certificate, they are to receive not less than the minimum rate of the trade in which he has served his apprenticeship provided an opening exists and he is selected for employment as a journeyman.

Apprentices shall not be paid for attendance at night school.

- I. ACADEMIC TRAINING** – Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instruction are attached to this apprenticeship plan. Modification may be made to the schedule by the Employer. The Employer shall notify the Registration Agency of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided they attend at least seventy-five percent (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of their attendance at the school.
- m. SUPERVISION OF APPRENTICES** – Apprentices shall be under the immediate direction of the supervisor of the department to which they are assigned. The supervisor shall prepare and maintain adequate record forms and shall make a report at least every thirty (30) days to the Director of Facilities Management on the work and progress of the apprentice under their supervision.
- n. SENIORITY** – The apprentices will exercise their seniority in their own group. For example if there are four apprentices in a particular trade such and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program the apprenticeship will be given seniority from the date of satisfactory completion of the program.

Notwithstanding the provisions of the Collective Agreement between the Employer and the Union, of which these Apprentice Standards shall henceforward be apart, an employee with seniority who is selected for an apprenticeship shall be permitted if affected by layoff during the first five hundred (500) hours of apprenticeship, to return to their former job classification with the same seniority date that they held immediately prior to becoming an apprentice.

After five-hundred (500) hours as an apprentice, an apprentice shall have as their seniority date the date they were accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

- o. **APPRENTICESHIP AGREEMENT** – “Apprenticeship Agreement” shall mean a written agreement between the Employer and the person employed as an apprentice and their parent or guardian (if they are a minor), which agreement shall be registered with the Registration Agency.

The following shall receive copies of the apprenticeship agreement.

1. The Apprentice
2. The Employer
3. The Registration Agency
4. The Local Union

- p. **CERTIFICATE OF COMPLETION OF APPRENTICESHIP** – Upon completion of the apprenticeship under these Apprenticeship Standards, the Employer will recommend to the Industrial Training Branch, Nova Scotia Department of Labour, that a certificate, signifying completion of the apprenticeship, be issue to the apprentice. No certificates will be issued by the Apprenticeship Branch, Department of Labour unless recommended by the Employer.

APPENDIX "E"

ST. FRANCIS XAVIER UNIVERSITY AND UNIFOR, LOCAL 2107 DEFINED BENEFIT PENSION PLAN FOR EMPLOYEES OF ST. FRANCIS XAVIER UNIVERSITY

- A. The Pension Plan for Employees of St. Francis Xavier University and Participating Employers (the "Plan") was established by St. Francis Xavier University (the "University") effective January 1, 1975.
- B. The Plan has been amended on several occasions since it was established. The restated plan effective July 1, 2006, overrides and supersedes the previous restatement as at January 1, 1999 and related amendments.
- C. Effective with the January 1, 1999 restatement of the Plan text, the name of the Plan was changed to the Defined Pension Plan for Employees of St. Francis Xavier University.
- D. Members of the Plan will have their benefits or the benefits of their beneficiaries determined under the terms and conditions of the Plan as it is constituted on their date of retirement, termination of employment or death, as applicable, subject to the administration of the Plan in accordance with income tax and pension benefits legislation in effect at such time.
- E. The Plan, as amended from time to time, will remain in effect, except as otherwise provided herein, subject to its continued registration with:
 - 1. the relevant tax authorities as is necessary to establish that the University is entitled to deduct the amount of its contributions as expenses before taxes under the provisions of the *Income Tax Act* (Canada) or any other applicable tax laws;
 - 2. the Nova Scotia Department of Finance, Pension Benefits Division, under the *Pension Benefits Act*.
- F. The primary purpose of the Plan is to provide periodic payments to members of the Plan after retirement and until death in respect of their service as employees.
- G. Refer to the Pension Plan text for all details of the Defined Benefit Pension Plan for Employees of St. Francis Xavier University.

APPENDIX "F"

MEMORANDUMS OF AGREEMENT

The attached Memorandums of Agreement, hereinafter referred to as APPENDIX "F", are considered an integral part of the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT #1

Covering Power Engineers Listed In Appendix "A" of the Collective Agreement

Article 1 – Hours Of Work

- 1.1 The work week for Power Engineers begins at 7:30 a.m. Sunday, and runs continuously until 7:30 a.m. the following Sunday.

Standard Shifts – The shifts will be from:

7:30 a.m. to 7:30 p.m. (day shift)
7:30 p.m. to 7:30 a.m. (night shift)

The regular work schedule shall be three (3) days working and the next four (4) days off; three (3) days working and the next three (3) days off.

The spare operator will have a schedule based on an average of forty (40) hours per week but will be paid for actual hours worked in any pay period.

- 1.2 Power Engineers shall have scheduled at least eight (8) consecutive hours off prior to their next regularly scheduled shift. In the event that that the eight (8) consecutive hours off falls within the next regularly scheduled shift, any employee affected will be paid straight time for the number of hours difference between their regularly scheduled shift and the actual hours worked.

Article 2 – Overtime

- 2.1 (a) All work in excess of twelve (12) hours per day instead of eight (8) hours per day.
- (b) Any unscheduled shift which will exceed the regularly scheduled work week of thirty-six (36) hours or forty-eight (48) hours.
- (c) However, the spare operator will receive overtime based on all work in excess of the total hours scheduled for that week.

Article 3 – Shift Premium

- 3.1 Power Engineers required to work the night shift (7:30 p.m. to 7:30 a.m.) shall be paid an additional \$0.95 per hour over and above their contract rate.

Article 4 – Vacations

- (a) Vacation entitlement defined in Article 12 will be converted to hours based on an eight (8) hour working day. The total hours of entitlement are then divided by twelve (12) to get the number of twelve (12) hour working days of entitlement.
- (b) The spare Power Engineer will be considered a member of the Central Heating Plant for vacation purposes.
- (c) The Employer, no later than April 15, will post a notice in the Central Heating Plant to inform the Power Engineers that by June 1 all Power Engineers must choose the dates of their vacations. Power Engineers will choose their vacation preferences in blocks of up to two consecutive weeks at a time.
- (d) Preference for vacation time will be on the basis of applying seniority to the first choice of all the Power Engineers. Once the first choices have been scheduled, then seniority will be applied to the second choice of all the Power Engineers and so on until all the choices have been scheduled.

Article 5 – Holidays

- (a) For the purposes of the twelve (12) hour shifts, a holiday will be considered to have started at 7:30 p.m. on the day immediately preceding the holiday and end at 7:30 p.m. on the holiday.
- (b) Lieu days for holidays as defined in Article 10 will be the number of holiday entitlements multiplied by eight (8) hours divided by twelve (12) hours.

Lieu Day

Power Engineers may accumulate lieu time for holidays to a maximum of sixty (60) hours. Lieu time currently in excess of sixty (60) hours must be used within twelve (12) months of signing of the contract.

Article 6 – Sick Leave

- (a) Accumulation of sick leave as defined in Article 12 will be based on an eight (8) hour work day.

Article 7 – Agreement

The parties agree to cooperate in order to overcome any problems which either might encounter with the implementation, operation or cancellation of this shift arrangement.

However, if a problem cannot be overcome by the parties, this agreement may be cancelled by either party giving to the other party a written notice of such cancellation at least thirty (30) days prior to the cancellation.

A Power Engineer who is assigned the duties of Acting Chief, as per the Power Engineer's Act, shall be paid a premium of 10% per hour above the lead hand rate when at the sole discretion of the Employer so designated. If a paid holiday fall during the period of Acting Chief, the holiday will be paid at the Acting Chief rate.

MEMORANDUM OF AGREEMENT #2
Covering IA3 (Rink Operators) Listed In Appendix "A" of the Collective Agreement

Article 1 - Hours of Work

1.1 During the ice season, the calendar week for IA3 Rink Operators shall be from 6:00 a.m. Sunday to the following 6:00 a.m. Sunday.

Normal Shifts (during ice season);
6:00 a.m. to 4:00 p.m. (day shift) 4:00
p.m. to 2:00 a.m. (evening shift)

Article 2 - Overtime

- 2.1 a) All work in excess of ten (10) hours per day instead of eight (8) hours per day.
- b) Any unscheduled shift which will exceed the regularly scheduled work week of 40 hours.

Article 3 - Shift Premium

3.1 IA3 Rink Operators required to work the evening shift (4:00 p.m. to 2:00am) shall be paid an additional \$0.70 per hour over and above their contract rate.

Article 4 – Vacations

- a) Vacation entitlement as defined in Article 13 will be converted to hours based on an eight (8) hour working day. The total hours of entitlement are then divided by ten (10) to get the number of ten (10) hour working days of entitlement.
- b) The Employer, no later than April 15, will post a notice in the Keating Millennium Centre to inform the IA3 Rink Operators that by June 1 all Rink Operators must choose the dates of their vacations. IA3 Rink Operators will choose their vacation preferences in blocks of up to two consecutive weeks at a time.
- d) Preference for vacation time will be on the basis of applying seniority to the first choice of all the IA3 Rink Operators. Once the first choices have been scheduled, then seniority will be applied to the second choice of all the IA3 Rink Operators and so on until all the choices have been scheduled.

Article 5 - Holidays

- a) Lieu days for holidays as defined in Article 10 will be the number of holiday entitlements multiplied by eight (8) hours divided by ten (10) hours.

Lieu Day

IA3 Rink Operators may accumulate lieu time for holidays to a maximum of 50 hours. Lieu time currently in excess of 50 hours must be used within 12 months of signing of the contract.

Article 6 - Sick Leave

- a) Accumulation of sick leave as defined in Article 12 will be based on an eight (8) hour work day.

Article 7 – Agreement

The parties agree to cooperate in order to overcome any problems which either might encounter with the implementation, operation or cancellation of this shift arrangement.

However, if a problem cannot be overcome by the parties, this agreement may be cancelled by either party giving to the other party a written notice of such cancellation at least thirty (30) days prior to the cancellation.

An employee assigned by their supervisor to replace an employee outside the bargaining unit will be paid a premium of 10% per hour above the lead hand rate when at the sole discretion of the Employer so designated.

MEMORANDUM OF AGREEMENT #3 Re: Copies of Collective Agreement

Copies of Agreement will be provided to the Union by the University. The University will cover all costs of this printing. Copies of this will have both the University and Unifor logos. They will be size of: 4 inches x 6 inches and in an arial 10 font.

MEMORANDUM OF AGREEMENT #4 Re: Job Descriptions

The Employer agrees to provide the union chairperson with copies of all job descriptions within the various departments and any revisions as completed within ninety (90) days of ratification.

MEMORANDUM OF AGREEMENT #5 St. F.X. University and Unifor Local 2107 Re: Joint Anti- Harassment Policy (Replace Appendix C in the current agreement)

St. Francis Xavier University and the Unifor are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Nova Scotia Human Rights Code.

All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any University facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;

- Refusal to work or converse with an employee because of their racial background or gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a complaint:

If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Employer official.

Investigation:

Upon receipt of the complaint, the Supervisor/Committee person/Joint Investigation Committee person contacted will immediately inform their Union or Employer counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Human Resource Director and the Unit Chairperson.

At the request of Human Resources Director and Unit Chairperson, a formal investigation of the complaint will then begin, interviewing the alleged harasser, witnesses and other persons names in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

Resolution:

The Unit Chairperson and Human Resources Director or their designates will then complete a report on the findings of the investigation. The Unit Chairperson and Human Resources Director will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Employer and National Unifor policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Nova Scotia Human Rights Commission to seek redress under the Human Rights Code.

Training:

In consultation with the National Union, three-day anti-harassment training will be developed for all union representatives and members of management. In addition, the Unifor one/half day anti-harassment training program will be delivered to all employees.

MEMORANDUM OF AGREEMENT #6

Re: Minute of Silence

During these negotiations, the Union requested a minute of silence be observed in the workplace in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 am or when local management determines the observance will have the least impact on operations.

A minute of silence will be observed annually by Unifor members on April 28 at 11:00 a.m. in memory of those persons who have died in industrial accidents. The one minute of silence will be observed without loss of production.

MEMORANDUM OF AGREEMENT #7

Re: Labour Standards

Should the Nova Scotia Labour Standards Act provide for a right or benefit better than those provided for in this agreement, then the Nova Scotia Labour Standards Act shall apply.

MEMORANDUM OF AGREEMENT #8

Re: Union Leadership -Management Harassment Training

The Employer agrees to a three (3) day jointly developed and delivered harassment and human rights program for Union Representatives and designated Management employees, with the content, timing, location(s) and trainers to be determined jointly by the Human Resources Director and the Union Chairperson.

MEMORANDUM OF AGREEMENT #9

Re: IA1 Cleaning Staff

Bidding for Shifts:

Shifts within the Custodial Department shall be bid annually, in January of each year for two timeframes (Academic and Summer) by seniority.

Bidding for Vacations:

Bidding for vacation will begin immediately upon completion of biddings for shifts.

Vacations within the Custodial Department shall normally be bid during the month of February each year by seniority.

Vacation bidding will include all vacation days allotted to each employee. All vacation days not scheduled by March 1, will normally be scheduled by the employer.

Any employees who do not schedule their vacation within the individual time frame allotted shall give up their right to bid their vacation.

Adjustments to vacations will only be made upon confirmation of extenuating circumstances

Should either party have concerns relative to the implementation of the foregoing, the parties will meet in an honest effort to resolve any issues that should arise.

The above language does not limit the employer's right to schedule as per Article 3 inclusive.

MEMORANDUM OF AGREEMENT #10

Re: Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize that the role of women's advocate in the workplace will be served by a Unifor female member. The trained Unifor female Women's Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate community agency when necessary.

The company agrees to provide private space when required so that confidentiality can be maintained when a female employee is meeting with a Unifor Women's Advocate.

The Women's Advocates will participate in an annual training program. The two-day training program includes travel.

The Company will be responsible for wages and meal expenses for the above mentioned training. The Union will be responsible for transportation and lodging expenses.

MEMORANDUM OF AGREEMENT #11

Issues Requiring Further Discussion

Within 30 calendar days of the signing of this Collective Agreement, the parties agree to commit to a timetable for discussion and review of the following issues of concern between the Parties.

1. Pension Plan – The formation of a pension committee with a maximum of three union members and three management representatives to explore the feasibility of transferring Employees to the Public Service Superannuation Pension Plan
2. Employer's discrimination and harassment policy will be discussed and reviewed by the Labour Management Committee. The Union representatives may present concerns and suggestions to change the policy.

MEMORANDUM OF AGREEMENT #12

Re: Benefits for Permanent Employees without a Permanent Position

Employees who, as of the date of the Agreement, are permanent employees without a position will be entitled to Health, Dental and Life Insurance benefits as well as access to Long Term Disability benefits, as outlined in Appendix "C", and subject to meeting the eligibility criteria as determined by the Insurer. The Employer agrees to maintain these wages and benefits subject to the employee committing to apply for any regular full time or part time bargaining unit positions that are posted by the Employer. Employees who do not apply for such positions will be disentitled to continued benefit coverage, but may stay on the casual call-in list, without access to benefits until they are appointed to a regular full time or part time position.

MEMORANDUM OF AGREEMENT #13

Re: Christmas Week Standby

During the standby week that includes Christmas Day, employees who work this Christmas standby week shall receive standby pay at double the hours (equal to 7 hours X 2, or 14 hours), of which up to 8 hours may be banked.

The employer will ask for volunteers for standby first. In the event of more than one volunteer, the standby shift will be awarded to the most senior employee. In the absence of volunteers, the employer will assign the least senior employee to the Christmas standby shift.

MEMORANDUM OF AGREEMENT #14

Re: Shift Scheduling (Custodial)

If and when staffing levels for Custodial backshift exceed 10 employees, the employer agrees to review and consider implementation of a 10 hour or 12 hour shift rotation.



For the Employer



For the Union



Date

MEMORANDUM OF AGREEMENT #¹⁴
Re: Pay Periods and Pay Date

The Employer and Union agree that there shall no longer be an allowance of two weeks' back time for employees and that the pay date shall be changed from every second Thursday to every second Friday.

Therefore, the parties agree to amend section 13.03 so that section 13.03 shall be deemed to state:

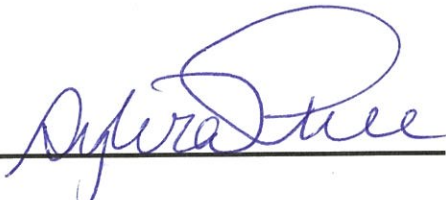
13.03 Electronic Fund Transfer

Pay Day - The Employer agrees that pays will be issued electronically by Electronic Fund Transfer (EFT) to the employee's financial institution of choice and will be available to the employee after 00:00:01 a.m. every second Friday. The Employer shall supply an adequate statement containing amounts received as well as deductions.

This Memorandum of Agreement #¹⁴ is effective the 23 date of November 2021.

X 

For the Employer

X 

For the Union

