

SODEXO CANADA LTD.
Custodial, Utility & Laundry Employees
at
Acadia University
Wolfville, Nova Scotia
(The “Employer”)

And

UNIFOR



unifor
theUnion | lesyndicat

And it's LOCAL UNION 2107
(The “Union”)

April 6, 2022 – April 5, 2025

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PREAMBLE

Recognizing the common dependence of the Employer and its employees upon the welfare of the Employer as a whole, and recognizing that a relationship of goodwill and mutual respect between Employer and employee can contribute greatly to the maintenance and increase of that welfare, the parties of this contract have joined together in the following agreement. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.

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 for 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 parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 2 — DEFINITION

- 2.01 For the purpose of this Agreement:
- (a) "Employer" means Sodexo Canada Ltd., and any person(s) duly appointed by it to act on its behalf.
 - (b) "Union" means the Unifor, Local 2107, bargaining unit as described in Clause 4.01, and any person(s) duly appointed by it to act on its behalf.
 - (c) "Bargaining unit" means a group of employees as recognized in Clause 4.01.
 - (d) "Employee" means a person who is a member of the bargaining unit
Gender neutral language shall be used in this book and shall encompass all employees. Words in the singular include the plural and words in the plural include the singular.

- (e) "Probationary employee" means an employee who is on trial for a probationary period of 65 days from date of hire.
- (f) "Full -time employee "means a probationary or employee who is engaged on the basis of a work week of forty (40) hours.
- (g) "Classification" means specific job duties.
- (h) **The term "Casual Employee" shall mean any Employee who works hours during the period of April - September and may be assigned regular shifts, but will not be incumbents in any posted position.**

The Casuals hired shall not cause a bargaining unit employee a loss of hours or to be laid off, demoted or terminated.

Casuals will receive the Probationary wage rate and will pay union dues as per Article 5.03, but shall not be covered by the collective agreement.
- (i) "Termination" means end of employment, voluntarily or non-voluntary.

ARTICLE 3 — MANAGEMENT RIGHTS

- 3.01 The Management of the Employer's business and the employment, direction and supervision of the employees, including the transfer, promotion, layoff, suspension and discharge for just cause, is vested in the Employer and management. All management functions and responsibilities which the Employer has not expressly modified or restricted by specific provision of this Agreement are retained and rest exclusively with the Employer. It is agreed that in all cases management will exercise their authority in a reasonable and non-discriminatory manner.
- 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 Unifor Local 2107, as the sole exclusive bargaining agent for the employees as described in Article 2, and by the *Labour Board Order* LB-1545 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, and no Employee shall offer to make a written or verbal agreement and/or Contract with the Employer inconsistent with, or at variance with the terms of this Agreement.

- 4.03 No employee shall suffer any reduction in wages as a result of this contract.
- 4.04 All privileges presently received, mutually recognized and not mentioned specifically in this Agreement shall remain in full force and effect.
- 4.05 During the life of this Agreement, in the event of the Employer hiring employees for whom a wage rate and classification is not contained in this Agreement the necessary classification and wage rate shall be added by amendment to this Agreement and shall be subject to negotiations by the parties.
- 4.06 Wages, hours and conditions of employment are recognized to be matters of agreement between the parties. This clause will be implemented by creating a forum of discussion between Management and Union when problems arise between the parties concerning transfer, promotion, layoff, written warnings, suspension, discharge, and leave of absence.
- 4.07 Managerial personnel, non-bargaining unit employees, shall not perform functions which are normally performed by members of the bargaining unit so as to be the direct cause of a reduction of hours, hiring of a BU employee, lay-off of a BU employee or failure to recall a BU employee.
- 4.08 The parties recognize that this Agreement has been signed on unceded Mi'kmaq territory.

ARTICLE 5 – UNION SECURITY AND UNION ACTIVITY

- 5.01 The Employer agrees that it shall be a condition of continuing employment that all Employees presently members of the Union shall remain members in good standing of the Union during the term of this Agreement.
- (a) All new Employees must complete a Unifor authorization form (A-230-86) to become members of the Union during the first three days of employment.
- 5.02 The Employer shall deduct, from the wages due every employee, an amount equal to the monthly membership dues **in accordance with the Unifor Constitution.**
- 5.03 **Union dues will be calculated and deducted on a bi-weekly basis based on 1.35% of the employee's regular hourly rate** on a monthly basis, the Employer will provide the Union separate dues listing reports for active and inactive employees including:
- (a) the name of each employee;
- (b) the amount of dues deducted for each person;
- (c) the relevant rate of pay and job classification for each person;
- (d) the number of hours upon which Union dues were calculated; and

For inactive employees, The Employer will also provide a reason if no dues are deducted (e.g., STD, LTD, WCB).

- 5.04 The Union agrees to hold the Employer harmless for any action arising out of wrongful deductions of money for Union dues, or their equivalent, resulting from the Union's instructions.
- 5.05 The Employer shall include, without charge, on the annual income tax (T4) slips, an indication of the sums deducted under this Article, from all employees' wages.
- 5.06 No Discrimination Because of Union Activities.
- (a) There shall be no discrimination against any Union member because of Union activities.
 - (b) No Union Representative shall be subjected to any disciplinary action by the Employer or its representatives for any act done in performance of their duties as Union representatives.
 - (c) The Union shall notify the Company of the members of any committee.
 - (d) The Employer shall permit time off to with pay, to employees who are members of various joint Employer-Union Committees for the purpose of attending committee meetings provided that the employee notifies their immediate supervisor.

5.07 - Shop Stewards

- (a) To assist the Employer's representatives and the Union members in carrying out the provisions of this Agreement, the Union agrees to appoint four (4) shop stewards, one of which shall be designated by the Union as the Unit Chairperson from qualified members of the Union who are employees of the Employer within the Bargaining Unit. The Union agrees to select stewards in a manner that provides as wide an Employee representation from as many work locations as reasonable. Union Stewards shall be employees who have completed their probationary period. The Employer shall be entitled to deal with the Steward until it is notified otherwise by the Union.
- (b) Stewards shall be allowed reasonable time off during working hours without loss of pay to assist Employees in resolving grievances or potential grievances. Stewards shall notify the Employer in advance when performing these functions. Such time may be extended and requests to extend the time will not be unreasonably denied.
- (c) The name of the stewards shall be given to the Employer in writing by the Union, and such stewards shall serve as the agent and representative of the Union unless, and until the Union notifies the Employer in writing that such employee has been removed by the Union and provides the name of their successor.

- (d) It is agreed that the local president ,and national representative of the Union shall be given a reasonable opportunity to confer with management and the steward, provided the Union notifies the Employer and a mutually convenient time has been established for the meeting.
- (e) The Employer shall advise each new employee of the name of their Union Stewards of Unifor Local 2107. It is agreed that within a week of the start date of a newly hired Employee, a Union steward shall have an opportunity to meet with the new Employee. Such meeting will be for union orientation, and there shall be no loss of pay to the newly hired Employee or union steward.

5.08 – Negotiating Committee

- (a) The Union negotiating committee shall consist of four (4) employees of the Employer and the local president and national representative of the Union.
- (b) The Union will inform the Employer of the names of the members of the Union negotiating committee.
- (c) Members of the negotiating committee shall be employees who have completed their probationary period.
- (d) The negotiating committee members shall exercise their functions in such a manner as to promote good order and with the least possible interference with the regular duties of their employment.
- (e) Time spent by Employees on the negotiating committee in negotiating the collective agreement renewal shall be paid by the Employer up to and including conciliation.

5.09 – Labour Management Committee

- (a) The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour- Management Committee.
- (b) This committee shall be for the purpose of conferring upon matters of mutual interest which are not properly the subject of a grievance or negotiations.
- (c) The Committee shall be comprised of three representatives appointed by the Union and three appointed by the Employer.
- (d) The employee representatives shall be selected by the members of the Union and the Employer shall be duly notified in writing of their names.
- (e) The Committee shall meet quarterly or more frequently as arranged by the Committee.

- (f) Representatives of the Union on the above mentioned Committee shall be paid by the employer as a result of attending such meetings of the Committee.
 - (g) Seventy-two (72) hours prior to the Committee meeting each party shall forward to the other, a proposed agenda of subjects that are to be discussed.
 - (h) An Employer and a Union representative shall be designated as joint chairpersons and each shall alternate in presiding over the meetings.
 - (i) The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
 - (j) Minutes of such meetings of the Committee shall be prepared by the Employer and signed upon approval of the Co-Chairmen within ten (10) working days of the meeting and then posted on designated bulletin boards.
- 5.10 The Employer shall erect and maintain notice boards at each time clock and permit the posting thereon of all union notices.
- 5.11 The Union shall be permitted to use the lunchroom at Robbie Roscoe Building for union meetings without charge with one (1) day prior notification
- 5.12 The Employer shall provide a copy of all members' names, addresses, phone numbers and rates of pay to the Unit Chairperson every six (6) months.

ARTICLE 6 – OCCUPATIONAL HEALTHY, SAFETY, AND ENVIRONMENT

6.01 Nova Scotia *Occupational Health and Safety Act* and Regulations (“OHSA”)

- (a) Safety is a core value and a shared mutual concern and both the Employer and the Union are committed to protecting the employees, assets and the general public from injury and damage.
- (b) The Employer, Union and Employees all recognize their responsibilities under the OHSA and are committed to fulfilling those responsibilities.

6.02 Joint Health and Safety Committee (“JHSC”)

- (a) The Parties agree that there will be a JHSC. The Union and the Employer shall each appoint 3 members and two alternates to the JHSC. The JHSC shall be co-chaired by 1 Employee member (as selected by the Employees) and 1 Employer member (as selected by the Employer).
- (b) The JHSC will meet a minimum of 10 times throughout the year and perform its duties pursuant to the requirements as set out in the OHSA.

(c) The Employer will post and update (as required), on the OHS bulletin board, the names of all JHSC members.

6.03 WHMIS Training

The Employer shall provide paid WHMIS training (with refresher training where required), to all Employees for whom such training is required. The Employer will maintain records of training within the Employees' files.

6.04 First Aid Training

The Employer agrees to provide paid basic first aid training, at a time specified by the Employer, to all Full Time Employees who require such training.

6.05 Fork Lift, High Lift Training

The Employer shall provide paid Fork Lift, and High Lift training (with refresher training where required), to all Employees for whom such training is required. The Employer shall maintain records of training within the Employees' files.

6.06 Personal Protective Equipment

(a) All protective clothing and equipment shall be provided by the Employer. This clothing and equipment shall be replaced and/or repaired, upon normal wear and tear, by the Employer and is mandatory for the employee to wear/use.

(b) Each employee will be supplied uniforms consisting of four (4) shirts and four (4) pairs of pants, once a year replacements will be provided for worn or damaged uniforms.

(c) **The Employer will provide each employee protective outerwear (rain gear; wet pants, winter wear, safety footwear, toques, and work gloves) as appropriate for the work environment, for each employee assigned to work out doors in inclement, or winter weather. The Employer will provide fire retardant over pants for those employees required to work in snow removal at the gas plant.**

(d) The Employer will provide each employee a yearly allowance of **\$350.00** towards the purchase of CSA approved safety footwear on the pay closest to April 6 in each year.

6.07 On-the-Job Injury

(a) The Employer shall provide and maintain coverage for all employees under the Nova Scotia Workers' Compensation Act.

(b) An employee may receive an advance payment from the Employer while he is waiting to receive Worker's Compensation Benefits. The request for advance payment must be made in writing to the Employer. The Employee agrees to repay

the Employer to the extent of the advance payment. Advance payments shall not exceed the application legislated amount.

- (c) An employee shall be granted sick leave with pay from their accumulated sick leave credits to make up the difference between their normal pay and the amount received from Worker's Compensation. When an employee's sick leave credits have been used, when calculated as described in this clause, the employees will receive only the entitlement under the Worker's Compensation Act.
- (d) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift. The employee must report the occurrence to a manager immediately.
- (e) An employee who is injured on the job or who requires transportation from the work site to a physician, clinic or hospital for treatment, or to their home, shall receive such transportation at the expense of the Employer.

6.08 Accident Investigation

The JHSC committee shall be included in any accident investigation and a report provided to the Unit Chairperson.

6.09 Right to Refuse

The Employer recognizes the right to refuse unsafe or unhealthy work. Employees shall not be forced through fear of reprisal, discipline or loss of wages, to work where an extraordinary health or safety hazard exists.

6.10 Observance of April 28th

The Employer agrees to recognize and observe April 28 as a National Day of Mourning" on behalf of injured workers and workers who have lost their lives in the workplace. A minute of silence will be observed at 11am.on April 28th.

ARTICLE 7 – STRIKES AND LOCKOUTS

- 7.01 Union agrees that there should be no strikes (as defined in accordance with the Trade Union Act) and the Employer agrees that there shall be no lockouts (as defined in the Trade Union Act) of the members of the Union during the term of this Agreement.

ARTICLE 8 - ADMINISTRATION OF DISCIPLINE

- 8.01 Just Cause - An Employee shall not be disciplined or discharged without just cause.
- 8.02 Progressive Discipline - The Employer and the Union agree to the concept of progressive discipline. This generally includes progressive steps beginning with the Employee

receiving verbal warnings, leading through the written warnings, suspension and/or discharge. No non-probationary Employee shall be discharged without just cause.

8.03 Union Representation for Discipline – The Unit Chairperson or designate 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. If an employee is brought in without this representation, any resulting discipline shall be null and void.

8.04 The Employee shall be informed within three (3) working days of such disciplinary action. A copy of such disciplinary action shall be sent to the Union within the same three (3) day period. Notice of suspension or discharge shall be issued by the Director of Physical Plant.

8.05 For the purposes of progressive discipline, if an Employee does not commit any offence of the same or similar nature during a twelve (12) month period, the employee's personnel file will be cleared of all notations regarding the discipline, or such shorter period as the Director of Physical Plant may determine.

8.06 Surveillance Cameras

(a) Surveillance cameras and related equipment may be installed by the Employer or the University to protect critical areas of the Employer's premises from theft, and/or to enhance the personal safety of members of the University community.

(b) Surveillance cameras and related equipment shall not be used in Employee occupied areas during working hours without the knowledge of the Union and employees in the area.

(c) The Employer shall not be allowed to use surveillance to monitor the work of Employees and no information obtained through the use of this equipment shall be used against Employees at any time unless such information constitutes evidence of criminal acts.

8.07 Personnel Files

(a) Location of Personnel File.

(b) Data pertaining to the employment of Employees shall be placed in a personnel file, herein called "The File," within the Office of the Director of Physical Plant. Material held confidential shall be held in the Director of Physical Plant's office and nowhere else.

(c) The File must not contain any anonymous material. The Employer must not keep any copy of anonymous material; any such material present at the commencement of the Agreement must be destroyed.

8.08 Access to Personnel File

- (a) Employees shall have the right to access the entire contents of their file during regular office hours upon written request to the Director of Physical Plant.
- (b) Employees or their duly authorized representative shall examine their File only in the presence of the Director of Physical Plant or a person appointed by the Director of Physical Plant for this purpose, and shall not be permitted to remove the File or any part thereof from the office of the Director of Physical Plant.

8.09 Maintenance and Use of the Personnel File

- (a) Employees shall have the right to have included in their File written comments on the accuracy or the meaning of any of the contents of the File and to add to any relevant third party document to the File.
- (b) Employees, at their own expense and upon written notice to the Director of Physical Plant shall obtain copies of the documents to which they have the right of examination.
- (c) Except when authorized by the Employee concerned, the information contained in the File shall not be made available to third parties.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Grievance Procedure

- (a) For the purpose of this Agreement "grievance" shall be defined as any dispute arising out of interpretation, application, administration or alleged violation of the collective bargaining agreement.
- (b) Both parties recognize the benefit of dealing with such disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:

Step 1

The Employee and/or the union steward shall make every effort to settle the dispute verbally with their immediate Manager no later than five (5) working days after they first became aware of the circumstances giving rise to the grievance. The Manager or designate shall render a decision within five (5) working days from the date of the meeting.

Step 2

Failing satisfactory settlement of the grievance at Step 1, the grievance shall be referred in writing, to the Director of Physical Plant or designate who shall meet with the union steward and grievor within five (5) working days of receipt of the grievance. The Physical Plant or designate shall render a written decision within five (5) working days of the grievance meeting.

Step 3

Failing satisfactory settlement of the grievance at Step 2, the Unit Chairperson shall submit the grievance in writing to the District Manager or designee within ten (10) working days from the reply at Step 2. The District Manager or designate shall render a decision within ten (10) working days of being presented with the grievance.

9.02 Certain Grievances to Step 2

Group or suspension grievances shall be submitted at Step 2 of the Grievance Procedure.

9.03 A claim by the Employee who has completed the probationary period that they have been unjustly discharged shall be treated as a grievance beginning at Step 3 provided such claim is lodged with the Employer no later than ten (10) working days following the discharge.

9.04 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or operation of an article or clause of this agreement, or where the Employer has a complaint about an alleged violation of the provisions of this Collective Agreement, the dispute shall be discussed initially between the parties within fifteen (15) working days of the Union or the Employer's first knowledge of the circumstances giving rise to the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration.

9.05 The time limits in each step of the Grievance Procedure shall be deemed to be exclusive of Saturdays, Sundays, and Statutory Holidays and may be extended by mutual written agreement between the parties. Extensions will be granted when the employee was not able to exercise their rights due to absence/vacation.

9.06 Replies to the grievance, stating reasons, shall be in writing at all stages.

9.07 The Employer shall provide the necessary facilities for all grievance meetings.

9.08 The Employer shall not hinder or restrict the grievant or the representative in any manner which shall impede their investigation or processing of a grievance, subject to the operational needs of the business.

- 9.09 A grievance which is not settled following the decision of the Employer at Step 3 may be referred to arbitration in accordance with Article 9 of this Agreement by either party upon written notice.

ARTICLE 10 – ARBITRATION

10.01 Arbitration Process

- (a) If the grievance is not settled at Step 3 of the Grievance Procedure, either the Union or the Employer (if applicable), may submit the grievance to arbitration provided this is done within fifteen (15) working days from the date of the reply to the grievance at Step 3
- (b) The party wishing to submit the matter to arbitration shall make such request in writing addressed to the other party to this Collective Agreement.
- (c) All arbitrations shall proceed by way of a single Arbitrator. The party referring the matter to arbitration will inform the other party of the names of its nominees. The other party will, within seven (7) calendar days, indicate in writing on which nominee they agree or provide the names of alternate nominees. If the parties fail to agree on an Arbitrator within fourteen (14) calendar days after the referral to arbitration is made, one of the parties can request the Minister of Labour and Advanced Education to appoint an arbitrator.

10.02 The Arbitrator shall not have any authority to alter, change, or detract from any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof.

10.03 The Arbitrator will hear and determine the matter (including whether the matter is arbitral) and will issue a written decision. All decisions arrived at by the Arbitrator will be final and binding.

10.04 The expenses and compensation of the Arbitrator shall be divided equally between the Employer and the Union.

ARTICLE 11 – PROBATION

11.01 (a) All newly hired Employees shall be required to complete a probationary period of sixty-five (65) days worked **and shall be assessed at thirty (30) days.**

- (b) During such period, Employees shall be paid at the probationary rate of the classification in which they were hired.

- (c) **After evaluation, and in consultation with the Union, the Employer reserves the ability to extend the probationary period for an additional continuous 3 months.**
- (d) **Upon completion of the probationary period, seniority will be back dated to the beginning of the probationary period.**
- (e) **The union will receive copies of the assessments and completion of the probationary period.**

11.02 The Employer may terminate the employment of the probationary Employee at any time during the probationary period with five (5) days' written notice or pay in lieu. The reason for such termination will be given in writing to the Employee and the Union on the day of the termination. The Union and Employee shall only grieve such termination if it is arbitrary, discriminatory or in bad faith.

ARTICLE 12 – SENIORITY

12.01 Subject to Article 11.01, Employees shall have seniority from their first date of employment and accrue seniority as herein provided. When two (2) or more Employees are hired on the same day, their 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.

- (a) Within this Agreement, the phrase "in order of seniority" means beginning with the most senior and proceeding towards the most junior. Reverse order of seniority has the opposite meaning.

12.02 An employee shall lose their seniority standing and shall cease to be employed by the Employer upon the occurrence of any of the following circumstances:

- (a) when an Employee voluntarily terminates their employment or retires;
- (b) when an Employee is discharged for just cause and is not subsequently reinstated;
- (c) when an Employee has been laid off for a period of twelve (12) month or twenty four (24) months. Reference Article 13.01 (a).
- (d) is absent due to accident or illness for a period of **forty-eight (48)** consecutive months or length of service, whichever is less if there is no ability or reasonable expectation of returning to the workplace

12.03 When an Employee fails to return to work within five (5) working days of being notified by registered mail of the effective date of their recall from layoff. For the purpose of this article, the Employer shall send the notice by registered mail to the Employee's last given address; such notice shall be deemed to have been received when signed for or after five (5) business days from the date of mailing.

- (a) An Employee may refuse a recall of short duration of thirty (30) calendar days or less and be exempt from this provision. It shall be the responsibility of the Employee to notify the Employer immediately of any change in their address.
- 12.04 If the Employee is absent from work for three (3) consecutive working days without notifying the Employer or designate of the reasons for such absence or without a valid reason for such absence;
- 12.05 For the purpose of initial ranking of employees for Sodexo Seniority, and Classification Seniority, the ranking of employees shall be as contained in the current Seniority Listing of Acadia University for the affected employees.
- (a) Service for all employees shall be service in the employ of Sodexo provided that Sodexo will credit prior service of the affected employees from their last date of hire by Acadia University. Such service will be used in this document wherever service is the basis for a benefit entitlement.
- 12.06 In shift change and change of days off, seniority will be the only factor.
- 12.07 A Union employee transferred to a non-Union position shall have the right to return to the former position within six months without loss of seniority. Said employee will continue to pay union dues refer to Article 5.01. The right of the employee to return to the former position shall be grievable.
- 12.08 Seniority shall apply in determining vacation schedules.

ARTICLE 13 – LAY OFF AND RECALL

- 13.01 In the event that there is a reduction of hours in a particular job classification, then the employees with the least seniority (as defined by Article 12.01) shall be laid off first. However, if these employees have more seniority than employees in lower classifications, and they are qualified for the positions, then they may elect to move to the lower level of classification (with that applicable pay rate) and the employees with the least seniority shall be laid off.
- (a) An employee laid off shall be eligible for recall for a period of twelve (12) months from the date of lay-off if they have been employed for less than two (2) years or recall for a period of twenty-four (24) months from the date of lay-off if they have been employed for more than two (2) years.
- 13.02 The Company shall provide five (5) working days prior notice of layoff or payment in lieu thereof. The notice shall be applicable only to employees who have completed their probationary period.
- 13.03 At least five (5) working days prior to any layoff the Company and Union shall meet to discuss the application of the aforementioned provisions so as to eliminate or minimize

any seniority-related complaints, but in any case, this shall not be deemed to circumvent the right to the grievance procedure should a disagreement arise.

13.03 Recall shall occur in the reverse order of lay-off, as stated in Clause 13.01. The Employer shall notify the Union when an employee is being recalled under this Article. The Employer will contact the employee by telephone and registered mail, with a copy provided to the Unit Chairperson.

13.04 If the Employer discontinues a position or positions, the employee(s) who are to be laid off as a result of a position discontinuance will receive a minimum of three (3) weeks notice or pay in lieu thereof. The laid off employee(s) shall be given severance pay on the basis of two (2) weeks' pay at the regular rate for the position last occupied for each year of employment, or whatever is legislated in the Labour Standards Code, whichever is greater if the Employer:

- (a) ceases wholly or partly its' operation at Acadia University;
- (b) merges with another Employer;
- (c) changes operating methods;
- (d) and the Employer is unable to provide work for the displaced worker at the same rate of pay in a comparable class of work. For the purposes of this Article, no employee will be expected to leave **their** normal place of residence.

ARTICLE 14 – HOURS OF WORK, AND CALLBACK

14.01 The regular workday for full-time employees shall be eight (8) hours in five (5) consecutive days, ten (10) or twelve (12) hours for those employees working in Utility positions. This shall not be construed as a guarantee of hours, days, or shifts.

(a) The day shift shall be from 8:00 a.m. until 4:00 p.m., with the following breaks

- i) a paid rest period from 10:00 a.m. to 10: 10 a.m.
- ii) a thirty minute paid lunch period from 12:00 noon to 12:30 p.m.
- iii) a paid rest period from 3:00 p.m. to 3:10 p.m.

(b) The afternoon shift shall be from 4:00 p.m. to 12:00 p.m

- i) a paid rest period from 6:00 p.m. to 6:10 p.m.
- ii) a thirty minute paid lunch period from 8:00 p.m. to 8:30 p.m.
- iii) a paid rest period from 10:00 p.m. to 10:10 p.m.

(c) The night shift shall be from 12:00 p.m. to 8:00 a.m.

- i) a paid rest period from 2:00 a.m. to 2:10 a.m.
 - ii) a thirty minute paid lunch period from 4:00 a.m. to 4:30 a.m.
 - iii) a paid rest period from 6:00 a.m. to 6:10 a.m.
- (d) The night shift shall be from 10:00 p.m. to 6:00 a.m
- i. A paid rest break from 12:00 am –12:10 am
 - ii. A paid thirty minute lunch break from 2:00 – 2:30 am
 - iii. A paid rest break from 4:00 - 4:10 am
- (e) Whenever operationally possible, the Employer will maintain the shifts(s) as per 2(a), 2(b), 2 (c) and 2(d). If the Employer has a need to change an established permanent shift(s) whose times are different from 2(a), 2(b), 2 (c) and 2(d) they will first discuss with the union and then the affected employee(s) will have the right to bump other employees with lower seniority.

14.02 The regular hours of work for the full-time Utility employees within the Sports complex normally consist of either eighty (80) hours bi-weekly or, in the case of smoothing, an average of eighty (80) hours bi-weekly made up of eight (8), ten (10) and/or twelve (12) hour shifts. Shift lengths in variance to the foregoing may be implemented where the employer and the employee affected have mutually agreed **with notice to the union**. Shifts in variance to the foregoing shall not attract overtime except where the employee works in excess of the varied shift.

- (b) If the Employer exercises an option to cancel twelve (12) hours shifts or ten (10) hours shifts and return to the standard eight (8) hours shifts for full-time Utility employees within the Sports Complex, it will inform the Union and affected employees thirty (30) days in advance. If an employee who works either a twelve hour or ten hour Utility shift needs to come out of that shift, they will provide the Employer with thirty (30) days notice and with the reason for the change and such change will be accommodated wherever possible. Such employees shall not have the right to bump other employees with lower seniority. If there is a medical reason the Employer will accommodate immediately.

14.03 The foregoing will be the regular work day from Monday until Friday,(and shall be for a minimum of seven (7) positions).Employees required to work other regular shifts with two days off to run consecutively, e.g. Tuesday until Saturday. **The employer and union will work collaboratively in order to optimize labour and efficiency.**

14.04 Employees will not be required to work split shifts.

14.05 The Employer may require an employee who is not required for work in the location to which they are normally assigned to perform work at the University other than that to which they are normally assigned e.g. setups, the Employer recognizes that the normally assigned work may be affected.

14.06 **Callback**

When a full-time employee is called to report to work on their off-time and he does report to work, he shall be paid a minimum of four (4) hours pay at the overtime rate, and shall not be required to perform work other than that which was identified at the time of the callback.

- (a) Any employee contacted at home for information or shift change outside the regular work day shall receive two (2) hours pay. For calls between 12:00 AM and 5:00 AM, they shall receive three (3) hours pay.

14.07 **Special Shifts**

- a) All Employees agree to work temporary special shifts as assigned at starting times which may be within a period of two hours before or two hours after normal start times.
- b) The Employer agrees to provide employees with as much notice of special shifts assignments as possible.
- c) Special assignments shall be divided as evenly as possible among **employees by seniority and ability to perform the work.**

14.08 **Flex Time**

Employees who miss time due to inclement weather or medical appointments may be permitted to make up that time with flex hours with the approval of the employer.

ARTICLE 15 – OVERTIME

15.01 All hours in excess of eight (8) hours per day or more than five (5) days per week shall be paid at the rate of one and one half (1 1/2) times the normal remuneration with the exception of the Utility positions within the Sports Complex which constitute eighty hours in a 2 week period. Anything over eighty hours (80) shall be paid at the rate of one and one half (1 1/2) times the normal remuneration

- (a) Overtime opportunity shall be offered in order of bargaining unit seniority within academic, sport complex, residence, and laundry. Opportunities for pre-scheduled overtime shall be posted and scheduled within the applicable location first. **Should the overtime requirement not be filled by those with the highest seniority, then the reverse order of seniority shall be utilized.**
- (b) The Employer agrees that when scheduling overtime, twenty-four hours notice shall be supplied to the affected Employee, except in the case of unforeseen circumstances.

15.02 Overtime Time Off (Lieu Time)

- (a) Notwithstanding Article 15.01 above, an employee may earn personal time off each contract year subject to the following provisions:
 - (b) Lieu time will not be taken without prior approval of the Employer.
 - (c) Lieu time may be paid to each employee within a two (2) week pay period upon written request and will be paid on a separate cheque, if requested.
 - (d) Time off can be earned in place of pay by using overtime and/or callback time credits.
 - (e) Overtime credits may be credited to time off on an hour-for-hour basis.
 - (f) Banking of Lieu Time: Lieu time may be banked between April 1 and March 31 of each year and unused banked time will be paid out by March 31 of each year.
- 15.03 An employee, when changing shifts, shall not have less than eight (8) hours between shifts and shall, whenever possible, receive seven (7) calendar days' notice in event of change of shifts. Should an employee return to work at the request of the Employer before the eight (8) hour period, they shall be paid overtime.
- 15.04 An employee who is required to work overtime immediately following their regular shift and work more than two (2) hours will be reimbursed up to a maximum twenty dollars (\$20.00) meal costs with receipts.
- 15.05 Employees, who are required to be available during their lunch period, shall be paid overtime as per Article 13.01, and shall be permitted a later time to eat their lunch.
- 15.06 The following shall apply to those Employees working overtime or special shifts:
- (a) Day shifts Employees, where these hours extend into the evening shift shall be paid the Shift Differential premium rate.
 - (b) Evening shift Employees, where these hours extend into the night shift shall be paid the Shift Differential premium.
 - (c) Night shift Employees, where these hours extend into day shift shall be paid the Shift Differential premium.

ARTICLE 16 — JOB POSTINGS AND TRANSFERS

- 16.01 When a vacancy occurs within this Unit the Employer shall post a notice of the position opening within five (5) working days at the time card station for seven (7) working days. Such notice shall include shift, days off, location (i.e. academic, sport complex, residence, and laundry) an estimate of the length of the job posted so that employees may know whether it is a short-term or permanent opening. The Employer will not make a placement

decision until the seven (7) day posting period has expired. **The employer will provide the unit chair with result of all postings.**

(a) An employee applying for a posted position shall submit a written application, on the form provided, to the appropriate supervisor. Such application shall be received by the supervisor no later than the specified closing date. A copy of the form submitted shall be returned to each applicant stating the supervisor's decision.

(b) The job posting will be awarded to the most senior employee who has the skill, ability and qualifications to perform the role

16.02 If an employee is granted the job posted, **they** shall serve a forty-five (45) working day trial period in the new position, unless the employee is changing to a position in the same classification (excepting the laundry), lower classification or higher classification in which they have prior knowledge of the posted position. In this latter case, the trial period is waived. If, during such trial period, either the Employer deems **them** not satisfactory in the job posted or the employee wishes to revert to **their** former position, then in either case such employee may revert to **their** former position without loss of seniority or other benefits.

16.03 The Employer shall supply a copy of the job postings for vacant Union positions to the Unit Chairperson.

16.04 Should a position occur outside the bargaining unit, the Employer shall give opportunity to members of this bargaining unit, before outside candidates. They shall serve a forty-five (45) working day trial period in the new position. If, during such trial period, either the Employer deems him not satisfactory in the job posted or the employee wishes to revert to **their** former position, then in either case such employee may revert to **their** former position without loss of seniority or other benefits. Said employee will continue to pay union dues refer to Article 5.01. If the candidate is successful, they will be able to bring their previous seniority for vacation purposes.

16.05 An employee appointed to a higher classification through job posting shall have the new wage rate set at the higher rate of the new classification.

16.06 Temporary Assignment:

(a) When an employee is assigned temporarily, to perform work in a classification paying a lower rate than their regular work, they shall be paid at their regular rate.

(b) When an employee is temporarily assigned to a higher paying classification, they shall be paid the higher rate. When custodians go to the Sports Complex to do Utility assignments they will get paid the Utility wages.

Article 17 PAYMENT OF WAGES

17.01 The rate of wages and classifications of employees covered by the Agreement shall be as set out in Schedule "A" attached hereto.

17.02 Method of Payment

- (a) The pay frequency is bi-weekly for all Employees. Pay will be made by direct deposit on or before the Friday of every second week.
- (b) Employees will have access to an itemized statement of earnings and deductions, which can be accessed on the Employer Payroll System.
- (c) The Employer will notify the Union if any changes will be made to (a) or (b) above.
- (d) **Any errors or shortages in Employees pay cheques of eight (8) hours or more shall be adjusted and paid within three (3) working days of the pay allocation, provided the employee has approved their timecard in Kronos at the end of every week. Employees shall bring the pay issue of errors or shortages to the Employer's attention at the first possible opportunity.**

17.03 Deductions

- (a) Deductions from the Employee's pay will be in accordance with the minimum requirements under the Nova Scotia *Labour Standards Code*.
- (b) Other deductions may be made as authorized if advanced written authorization is provided by the Employee and approved by the Employer.

ARTICLE 18 – VACATION

18.01 Vacation entitlements are earned at the rate stated in Clause (b) and are calculated based on the seniority of the employee as of June 30. Vacation time will be scheduled to be taken in the twelve month period beginning July 1 and ending June 30, immediately following the vacation year in which it is earned.

(a) **Vacation entitlement shall be provided to each employee not later than April 1st of each calendar year.** Vacation entitlement shall begin to be earned as follows:

At Least:	But Less Than:	Vacation Entitlement:
	1 year	1 day for each month worked during the contract year to a maximum of 10 days
1 year	2 years	2 weeks
2 years	10 years	3 weeks
10 years	15 years '	4 weeks
16 years	20 years	5 weeks
More than 20 years		5 weeks plus one day per year for each year over 20 years

(b) The Employer shall prepare a vacation schedule ensuring that the service needs of the University are fully met while at the same time allowing as many employees to take vacation according to their preference and seniority.

18.02 Each employee shall designate **their** preference in vacation time, for June, July and August and a general indication of other vacation to be taken later in the year, if any, not later than the 1st day of April. An employee who designates **their** vacation preference for June, July and August after April 15th gives up **their** right to claim vacation time for that period based on seniority.

(a) When two or more employees request the same time off in June, requests to use deferred vacation shall be given priority before a request to use current vacation. Vacation may be taken prior to June 30, but not prior to April 1. If requests were made on the same day, then seniority would be the determining factor.

18.03 Vacation schedules will be posted by all time clocks as soon as they are completed.

(a) Changes to an employee's vacation schedule which are requested after April 15th will be approved if these changes do not interfere with vacation schedules of other employees and the Employer's need to maintain an appropriate workforce.

18.04 Employees shall extend their vacation period one day for each paid holiday that occurs during their vacation.

18.05 An employee; whose vacation is interrupted for a period of at least five (5) consecutive days because of illness or accident to the employee, shall have the right to elect to

substitute unused accumulated sick leave for the number of days which would otherwise be paid vacation days., provided that a medical certificate or other evidence satisfactory to the Employer is provided to verify both the nature and the length of the illness. The employee shall be entitled to complete the unused vacation at a later date acceptable to the Employer.

18.06 Employees shall receive any regular pay earned prior to their vacation on the next pay.

Employees may elect to receive their vacation pay in either of the following ways:

- Continue to be paid during regular pay periods for the duration of their vacation
- Request their vacation pay be paid in advance of their vacation.

Employees must notify their manager one month prior to the start of their vacation of their choice of pay methods.

ARTICLE 19- PAID HOLIDAYS

19.01 The Employer recognizes the following paid holidays, each a "Holiday":

New Year's Day	Labour Day
Heritage Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
August Holiday	Boxing Day

- (a) Any other holiday appointed by proclamation of the Governor, Lieutenant Governor, General Council of Nova Scotia, Federal, Provincial or Municipal Government.
- (b) Employees required to work on any of the above listed holidays shall be paid at the rate of one and one half (1-1/2) times their regular pay, in addition to their regular pay for the holiday. Any employee regularly scheduled for ten (10) or twelve (12) hours per day shall receive statutory holiday pay based on a regular schedule of ten (10) or twelve (12) hours.
- (c) Where a paid holiday falls on the employee's scheduled day of rest, the employee will be granted one day off without loss of pay according to the following provisions:
- (i) Employees whose normal work week includes Saturday and/or Sunday shall be granted one day either the employee's last regular shift prior to the paid holiday or the first regular shift following the paid holiday as determined by the Employer.
 - (ii) All employees who work a Monday to Friday work week shall be granted one day off without loss of pay on the first regular shift following the paid holiday.

- (iii) If the employee is required to work on the day granted in place of the paid holiday, **they** shall be paid in accordance with Article 19.01 (b).
- (d) If a holiday falls on a day which an employee is on a sick day, the holiday shall be paid in lieu of such sick day.
- (e) In order to be eligible for holiday pay, an employee must have reported for **their** last regular shift immediately proceeding the holiday and **their** first regular shift immediately following the holiday, provided an employee who fails to work due to illness, shall not thereby be disqualified from receiving holiday pay.
- (f) In the case that an employee is scheduled to work two stat holidays in a row (such as Christmas Day and Boxing Day), where at all possible, the employee may take one of the entitled stat days in advance of the holiday if they so choose.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Full-time employees may request a leave of absence without pay and without loss of seniority for legitimate reasons, up to six (6) months, and may be granted on written request of at least four (4) weeks in advance. **The Union will be notified of requests for LOA.**

- (a) Use of a leave of absence for the purpose other than given in requesting the leave, will render the employee subject to discipline. The Employer reserves the right to limit the number of employees on leave of absence at any one time.
- (b) The Employer agrees to respond to requests for leave within five (5) days of written requests. If the request for leave of absence is denied, the applicant shall be given written reasons for the denial.

20.02 Emergency Leave

A full-time employee shall be granted a leave of absence without loss of seniority of up to five (5) working days per contract year, to attend to a personal emergency that is approved by the General Manager.

20.03 Court Leave

- (a) The Employer shall grant leave of absence to a full-time Employee who serves as a juror or is **subpoenaed as a witness** in any court with the power to compel the attendance of jurors or witness before it, **other than on the employee's own behalf**. To be granted this leave, the employee's request must be supported by an official subpoena or court request.
- (b) The Employer shall maintain the employee's regular rate of pay, except in the case of jury duty, where the Employer may deduct an amount equal to that which the

Employee receives for such jury duty, excluding payment for traveling, meals or other expenses.

- (c) Appearances in court for matter other than the above shall be leave of absence without pay.

20.04 Time Off to Vote

When a Federal or Provincial election takes place, the Employer agrees to abide by the applicable legislation covering time off to enable an employee to vote.

20.05 Maternity/ Parental Leave:

- (a) The Employer will provide leave for Maternity or Parental leave in accordance with the minimum terms and conditions provided for in the Nova Scotia *Labour Standards Code*.
- (b) An employee granted Maternity or Parental Leave in accordance with this Article shall resume **their** former wage and will be placed in the classification **the employee** held prior to the leave or in a position of similar responsibilities and classification.
- (c) Where leave is granted under this Article, there shall be no loss of accrued benefits.
- (d) The Employer may, at any time, request a pregnant employee to provide a physician's certificate stating **they are** able to continue work.
- (e) When on Maternity or Paternal Leave, the employee shall be required to follow the regulations of the Sodexo Group Insurance Plans, with respect to participation and premium payments.
- (f) An employee on Maternity or Paternal Leave shall advise their Supervisor, in writing, no later than four (4) weeks prior to their expected date of return to work of their intention to return or not to return to work.

20.06 Paternity / Adoption Leave

Paternity leave of **four (4)** days with pay shall be granted to an employee immediately following the birth or adoption of their child.

20.07 Training Leave:

- (a) Full-time Employees may be granted time off to attend training or educational courses subject to operational requirements. The decision to grant such a leave and the level of financial assistance, including pay, shall be made by the Employer after giving consideration to the needs of the Employee and the Employer.

- (b) Any training course taken by an Employee at the Employer's request shall be at full wage with no loss of benefits.

20.09 Bereavement Leave

- (a) Should a death occur in an employees immediate family (parent, parent-in-law, step-parent, child, step-child, spouse, common-law spouse, brother, sister, son-in-law, daughter-in-law, foster parent, brother-in-law, sister-in-law, grandparent, step-grandparent, and grandchild, father-in-law, mother-in law, children of foster parents, foster child, step-brother, step-sister, same sex partner and the partner's immediate family) such employee shall be granted bereavement leave with pay for a period not to exceed five (5) scheduled working days **within a period of seven (7) calendar days. Employees will be entitled to pay for any lost scheduled hours within that time period to a maximum of 5 days paid.**
- (b) The term "foster parent" shall be interpreted to include legal foster parent or other person directly responsible for raising the employee when **they were** a child.
- (c) Should a death occur to an employee's niece, nephew, aunt or uncle, such employee shall be granted up to two (2) working days bereavement leave. The employer shall pay the employee for the day of the funeral and the second day shall be without pay, or whatever time the employee may have available, e.g. vacation ,lieu time.
- (d) Special consideration shall be given to an employee if five days are not sufficient to travel to and from a funeral of a family member as defined in this article. In such cases, bereavement leave time may be extended beyond five (5) days with pay.
- (e) The Employer, upon receiving at least twenty-four (24) hours prior notice and subject to the need to maintain essential services as determined by the Employer, shall grant employees up to **four (4) hours** leave of absence-with pay to attend the funeral of a deceased member of the Bargaining Unit.
- (f) If death occurs during an Employee's vacation or sick leave, the bereavement leave to which **they are** entitled as provided for in paragraphs above, will be counted as such and said days will be added to **their** vacation or sick leave.
- (g) **Employees will be entitled to use one (1) day from their banked overtime or vacation for the illness or death of a family pet**

20.10 Closure due to Inclement Weather

When the University is officially closed due to weather employees may use vacation time or lieu time, as needed. Should an employee not have vacation time or Lieu

Time available, they will have the time as unpaid, in all cases the employee will not be placed on the Attendance Monitoring Program.

20.11 Emergency Closure

When the university is officially closed for emergency reasons, employees may utilize the lieu time or vacation so there will be no loss of pay for their regularly scheduled day or shift. Alternate arrangements may be made by mutual agreement between the employee and the employer.

20.12 Domestic Violence

- (a) The Employer and the Union agree that all individuals have the right to be free from domestic violence. Domestic violence, which may involve physical or psychological violence, stalking or economic abuse against a current or former intimate partner, is a widespread societal problem.
- (b) The Employer shall provide domestic violence leave in accordance with minimum applicable provincial legislative requirements.

20.13 Compassionate Care Leave

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

- (a) Compassionate care leave is an unpaid, 28 week leave for employees who need to care for a seriously ill family member who has a high risk of dying within 26 weeks.
- (b) To take compassionate care leave, employees must be employed for at least three months with the same employer. Also, they must give their employer as much notice as possible before taking the leave. An employer can ask an employee to provide a medical certificate, from a medical doctor, stating that the employee's family member is seriously ill. The employee can take up to 28 weeks' leave, which must be taken over a 52 week time frame. The leave can be broken up into several periods of at least one week in duration during the 52 week time frame. The 52 week time frame begins on the first day of the week in which the leave began.
- (c) Employees who take a compassionate care leave may qualify for a 26 week compassionate care leave benefit under the federal government's Employment Insurance program.

20.02 Employee Rights During the 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 21 – SICK LEAVE

21.01 An employee shall be granted a sick leave entitlement of one **and one quarter (1-1/4)** days with pay for each month of service to a total maximum of one hundred and thirty (130) working days, except that an employee shall not earn sick leave entitlement for any month in which the employee has a leave of absence without pay in excess of ten (10) working days.

21.02 The employer shall provide a sick leave incentive bonus as follows:

- (a) Employees who do not use any sick leave for a full year shall be entitled to five (5) days off with pay the following year.
- (b) Employees who use one (1) sick leave day per year shall be entitled to four (4) days off with pay the following year.
- (c) Employees who use two (2) sick leave days per year shall be entitled to three (3) days off with pay the following year.
- (d) Employees who use three (3) sick leaves days per year shall be entitled to two (2) day off with pay the following year.
- (e) Employees who use four (4) sick leave days per year shall be entitled to one (1) day off with pay the following year.
- (f) A list of sick leave credits will be available once a year, preferable during the month of April.

21.03 Employees shall notify the Employer as soon as possible before start of shift but no later than one (1) hour before start of the day shift, two (2) hours before start of evening shift or night shift that they are unable to report to work because of their illness and shall keep the Employer informed of their expected date of return to work by contacting the Employer regularly during their illness.

- (a) The Employer may require a medical certificate from the attending physician for periods exceeding five (5) consecutive days.
- (b) In April, at years' end, the company shall meet with the union to discuss the bargaining unit average usage of sick time **by April 30th**.
- (c) Employees who use excessive amounts of sick time compared to the bargaining unit average may be required to produce proof of illness if requested by the Employer. **In such cases the Unit Chairperson shall be provided with the bargaining unit average and attend any meetings with the employees.**

21.04 Prior to an employee returning to work from a long- term or serious illness, the Employee will be required to provide a medical certificate from the attending physician to determine the employees ability to carry out all their regular duties.

21.05 All doctors'/specialists' (including eye and dental **and day surgery or medical procedures**) appointments, leaves under Articles 21.07 and 20.02 shall not negatively impact the sick incentive in Article 21.02.

(a) Employees are encouraged to schedule personal dental or medical appointments outside normal working hours. For infrequent of appointments, the employee is permitted to take time off without loss of pay and with advance notice to the Employer so long as the time is charged toward the employee's sick bank or in-lieu time, or if an Employee and Supervisor are agreeable, time off may be made up rather than charged to sick bank or in lieu time.

21.06 When the illness of a family member forces the employee to take time off, the employee may charge the time off to **their sick leave credits or banked hours of their choice**, to a maximum of five (5) days in any one calendar year. This provision applies to the employee's spouse; parents, grandparents, children, brothers and sisters.

21.07 Employees may request sick leave for injury or illness not covered by Worker's Compensation.

21.08 (a) The Company and Union recognize the requirements to comply with legislation and regulations as they pertain 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 is submitted.

The Union may participate in the accommodation process provided the employee consents.

(b) Any Agreement between the Parties regarding accommodation of an Employee shall be in writing.

(c) Accommodations to allow an Employee to return to work which are requested from a medical practitioner shall be adhered to by all parties up to the point of undue hardship.

21.09 If the Provincial Health Department or the Board of Governors determines that a contagious disease vaccination is required for campus personnel, the Employer will pay

for such vaccinations. By employee request, Employees will also have the option of receiving Employer paid Hepatitis all vaccinations.

ARTICLE 22 — Union Leave

- 22.01 On reasonable notice and subject to operational requirements to maintain an adequate work force, Employees who have been elected to responsible positions within the Union shall be entitled to special leave, for attendance at meetings, conventions or training seminars.
- 22.02 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 participates.
- 22.03 Union leave shall be reimbursed to the Employer based on employee actual fringe benefit costs.

ARTICLE 23 – Respectful Workplace

- 23.01 The Employer shall ensure that all staff practice the full intent and application of the Human Rights Act of Nova Scotia and any Acadia University Policies which cover Contractors, in the performance of their duties.
- 23.02 The Employer, Union, and Employees will cooperate in fostering and maintaining a respectful workplace.
- 23.03 The Union and Employer agree that there will be no discrimination with respect to any Employee that is contrary to the *Trade Union Act*, *Human Rights Act*, or the *Occupational Health and Safety Act*. Employees are entitled to work in a place that is free from such discrimination.
- 23.04 Workplace harassment (which includes sexual harassment) and bullying are prohibited. The Employer recognizes that workplace violence is an occupational health and safety concern. The Employer will cooperate and work with the Union, employees, and the public to ensure that any risk of workplace harassment, workplace bullying, and workplace violence is either eliminated or minimized to the greatest extent possible.
- 23.05 An Employee who believes they have been harassed, bullied, or discriminated against is encouraged to report such behaviour to the Employer and the Union who, in turn, will advise the other party upon receiving such a report.
 - (a) Any instance of workplace violence must be reported to the Employer. If the instance affects an Employee, the Employer will advise the Union.
- 23.06 All Sodexo employees will be provided with a copy of, and are required to adhere to, the Sodexo Canada Ltd Respectful Workplace Policy. The Policy includes definitions of

discrimination, workplace harassment (which includes sexual harassment), workplace bullying, and workplace violence. It also establishes a complaint process, reference to the importance of confidentiality, and a prohibition against retaliation.

(a) Any Employees affected by the complaint process may have Union representation present throughout the process.

23.07 This Article is not intended to restrict any employee's rights under the Nova Scotia Human Rights Code.

ARTICLE 24 – WOMEN'S ADVOCATE

24.01 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.

(a) They may also need to learn about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with any issues that may arise.

24.02 For these reasons, the Parties agree to recognize that the role of Women's Advocate in the workplace will be served by a Unifor Local 2107 female member. The Women's Advocate will meet with employees as required to discuss problems and refer them to the appropriate agency when necessary.

24.03 The Women's Advocate will participate in an annual 3 day training conference in accordance with Article 22.02 The Women's Advocate shall be given release from her regular duties as required without loss of regular pay and benefits.

The amount of time required for release and the cost allocations are subject to review and agreement by the Employer and the Union.

ARTICLE 25 — SPECIAL FUNDS

25.01 Education Fund

The Employer agrees to pay into a special fund seven hundred & fifty dollars (\$750) per year 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 an **annual** basis into a trust fund established by the National Union, Unifor and sent by the Employer **on April 6th each year** to the following address:

Unifor Paid Education Leave Program,
115 Gordon Baker Road
Toronto, ON M2H 0A8

- (a) 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.
- (b) Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

25.02 Social Justice Fund

The Employer agrees to pay into a special fund seven hundred & fifty dollars (\$750) per year for the purpose of Unifor's Social Justice Fund. Such monies to be paid to the Unifor on an annual basis and sent by the Employer on April 6th each year to the following address:

Unifor Social Justice Fund,
115 Gordon Baker Road
Toronto, ON M2H 0A8

25.03 Local Union Training Fund

Seven hundred & fifty dollars (\$750) per year 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 26 – HEALTH BENEFITS

26.01 All eligible employees, as outlined in the Sodexo Group Insurance, and Pension Plan, shall be required as a condition of employment, to participate in the said Plans.

Contribution to the plan will be:

	Company:	Employee:
Life	100%	
AD&D	100%	
Dependent Life	100%	
Health	70%	30%
Short Term Disability	100%	

The Employer shall ensure that the Unit Chair and Shop Stewards has information about the Lifeworks program to make available to all employees. In addition, the information and phone numbers will be posted on all Employer and Union bulletin boards.

Employees are currently paying these rates:

Single	\$40.26 per month
Family	\$109.55 per month

These rates may be subject to change. The Employer will inform the Union and the members of any change as soon as possible in advance.

Employees' contributions to the plan will be made through bi-weekly payroll deductions. Any claims or settlements will be subject to the provisions of the insurance policies, which are to be kept on file in the Company's head office.

26.02 Changes in Group Benefits

The Employer agrees to meet with the Union at least annually to discuss existing Pension and Group Benefits Plans. Following such meetings, the Union shall have the right to make recommendations related to said plans and providers.

ARTICLE 27- PENSION PLAN AND RETIREMENT

27.01 Defined Contribution Pension Plan

Each employee will complete the appropriate Pension forms and will be enrolled as per the conditions of the Pension Plan Policy.

27.02 Union employees shall be entitled to contribute a minimum of two percent (2%), and up to a maximum six percent (6.0%) of their earnings (your basic salary including overtime and premiums). Sodexo Canada Ltd. will match the amount you contribute.

(a) January of each year (provided the employee have met the service requirements), the employee can increase or decrease the percentage of earnings that they contribute to their plan to a minimum of two percent (2%), and up to a maximum six percent (6.0%).

27.03 An employee can request a pre-retirement package, which outlines the steps necessary to begin receiving retirement income from this Plan. The earliest date you may start receiving retirement income from this Plan is age fifty-five (55).

(a) For employees retiring the employee shall have time off with pay equivalent to their unused accumulated sick leave to a maximum of **fifty five (55)** working days or at the employee's option an equivalent lump sum payment.

(b) For employees retiring and have applied for and been **accepted to receive** CPP or where the employee's age and years of service add up to the age of eighty (80)

or at the employers discretion shall have time off with pay equivalent to **Employee's** unused accumulated sick leave a maximum of **fifty five (55)** working days or at the employee's option an equivalent lump sum payment.

ARTICLE 28 - DURATION

- 28.01 This Agreement shall remain in full force and effect from April 6, **2022** to April 5, **2025**, 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 date, notice of its intention to terminate or seek amendments to this Agreement.
- 28.02 Within ten (10) calendar days after the receipt of notice, or such other time mutually agreed upon, both parties shall meet for the purpose of negotiating amendments to this Agreement. During the negotiating period, and until a new contract is signed, this Agreement shall remain in full force and effect.
- 28.03 This Agreement shall be binding upon the Employer, its successors and assigns.
- 28.04 Any agreement and/or temporary agreement entered into during the life of this Agreement shall be in writing and be made as an amendment to this contract.
- 28.05 The Employer agrees to post on the bulletin boards for a period of two weeks, any memorandum of agreement which may be negotiated between the parties during the life of this agreement.
- 28.06 This Agreement covers all Articles, Appendices, Letters of Understanding and Memoranda of Understanding.
- 28.07 Within 30 days of the execution of the Agreement, the Employer shall prepare and provide to each employee free of charge, one copy of this Agreement and any appendices Thereto,

IN WITNESS WHEREOF the Employer and the Union hereby duly execute this Agreement by the respective signatures of their duly authorized officers and representatives.

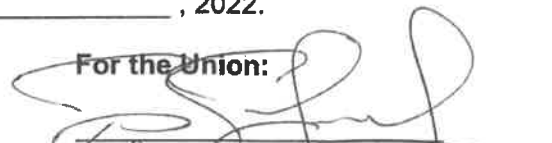
Dated this 15th day of December, 2022.

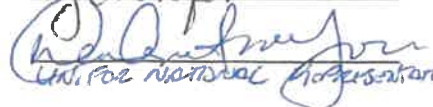
For the Employer:



Philip

For the Union:



Lawrence Harris
Terry M Munroe
Mike Dawie
Jennifer Benoit


Unit for National Representatives

SCHEDULE "A"

Wage increases are retroactive from April 6, 2022.

Classification	Current Rate	Year 1	Year 2	Year 3
Custodian/Laundry	\$18.72	\$19.27	\$19.82	\$20.82
Utility Sports Complex	\$20.19	\$20.74	\$21.29	\$22.29

Probationary Employees shall earn **one dollar (\$1.00)** less than above rates.

Shift Differential: \$1.10/hour for all hours worked outside Mon-Fri 8:00 am - 4:00 pm

Lead Hand Premium: 1.60/hour for all hours worked

A Lead Hand is an employee who, under instruction from the Employer, directs and assigns the work of a group of custodians. The Lead Hand will not take part in any discipline or reprimand of members of the bargaining unit. Every six (6) months starting in April the employer shall post an expression of interest for Lead Hands.

Note; Utility Sports Complex are not entitled to P1 Premium as it is built into their hourly wage.

P1 Differential: \$1.40 /hour for all hours worked carrying any out the following tasks:

P1 Definition:

- Set-ups (not including cleaning)
- Furniture moving
- Ladder work five feet and under
- Any minor exterior grounds related tasks
- Heavy floor work
- Carpet extracting
- Staging set-ups and tear downs (outside of the arena staging)
- Laundry
- Minimum payment for P1 differential will be for a minimum of one hour.

P2 Differential: \$2.50/hour for all hours worked carrying any out the following tasks:

P2 Definition:

- Snow removal at immediate entrance ways and emergency exits to buildings including steps
- Use of ladders over five (5) feet
- Operation of fork lift
- Operation of high lift

- Pull out/return of bleachers
- Covering of ice surface
- Set-up and tear down of Sports Complex staging
- Exam set-up and tear down
- Minimum payment for P2 differential will be for a minimum of one hour.

P3 Differential: \$3.00/hour for all hours worked carrying any out the following task

P3 Definition:

- Snow Shoveling beyond entrance ways to buildings

P4 Differential: \$3.00/hour for all hours worked carrying any out the following task

P4 Definition:

- Gas Plant; Snow Clearing
- The Employer will provide the proper training for correct uses of safety monitoring equipment (i.e. "Bump" Monitor) and protective equipment and clothing.
- The Bump Monitor shall not be tasked with other duties other than monitoring.
- Such training will be mandatory for any employee assigned to the Gas Plant snow clearing
- Minimum payment for P4 differential will be for a minimum of one hour.

NOTE: To receive the applicable Differential Premiums Employees are required to record on the "Weekly Tracking Sheet" all hours worked carrying out any of the P1,P2, P3 & P4 tasks listed above. Should the Employee's manager require clarification of the task performed the Employee shall not be denied the premium unless their manager has held a discussion with the Employee.

Trainers Premium: \$1.60/hour for all hours worked

Trainer Definition:

Three experienced custodians who agree will be designated as "trainers" to assist with on the job training for new employees. Trainers will be rotated every six (6) months.

Minimum payment for Trainers Premium will be for a minimum of one hour.

Letter of Understanding

Tuition Waiver

The Employer agrees to meet with Acadia and the Union to discuss the option of a tuition waiver for Sodexo employees and dependents.