

COLLECTIVE AGREEMENT



ST. FRANCIS XAVIER
UNIVERSITY

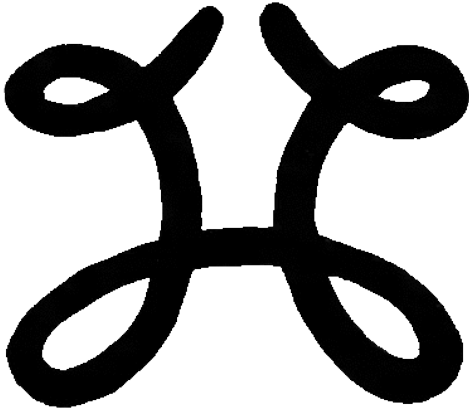
THE BOARD OF GOVERNORS OF
ST. FRANCIS XAVIER UNIVERSITY

- and -



UNIFOR LOCAL 2107

October 1, 2024 – September 30, 2027



StFX espi-kina'matno'kuom etek Mi'kma'ki,
wejkwa'taqanik Mi'kmaq maqamikewmuew mna'q
iknmuetu'tik.

StFX is located in Mi'kma'ki, the unceded
ancestral territory of the Mi'kmaw people.

This territory is covered by the "Treaties of Peace
and Friendship" which Mi'kmaq, Wəlastəkwiyyik
(Maliseet), and Passamaquoddy Peoples first
signed with the British Crown in 1726. The
treaties did not deal with surrender of lands and
resources but in fact recognized Mi'kmaq and
Wəlastəkwiyyik (Maliseet) title and established the
rules for what was to be an ongoing relationship
between nations.

Employee and Family Assistance Program



Your Employee and Family Assistance Program is a support service that can help you take the first step toward change.

Access your EFAP 24/7 by phone, web or mobile application.

Telephone

1-844-880-9142
(24 hours a day, 7 days a week)

Employer Name: St. Francis Xavier University

Website

<https://stfx.lifeworks.com>

Company Code: STFX
Password: wellness

Mobile App

Download the TELUS Health One app on the Apple App Store or Google Play.

Use the company code and password above to login.

For more information on wellness resources available to you, visit

www.stfx.ca/people-culture/wellnessx/

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THIS AGREEMENT is for three years effective from October 1, 2024, to September 30, 2027.

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.

ARTICLE 2 – DEFINITIONS AND TYPES OF APPOINTMENT

Definitions

2.01 For the purposes of this Agreement, the following definitions shall apply:

- (a) “Business day” means a day where the administrative offices of the Employer are open (typically Monday to Friday, excluding holidays).
- (b) “Dependent” shall mean the child of an employee who is less than twenty-six (26) years of age and is dependent on the employee for support. This includes the employee’s biological children, persons the employee is adopting and/or who has adopted, stepchildren of the employee and persons for whom the employee is the legal guardian.
- (c) 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 and outside contractors.
- (d) “Spouse/Partner” shall mean the employee’s current spouse, common-law spouse or domestic partner and includes partnerships regardless of gender identity.
- (e) “Regular hours” refers to all hours worked excluding overtime and all hours spent on approved leaves of absence.
- (f) “Working day” means a day the employee is scheduled to work.

Types of Appointment

2.02 All employees will be appointed as one of the following:

- (a) Full-time employees who are employed on a permanent or temporary basis and are regularly scheduled to work at least forty (40) hours per week (or an average of forty (40) hours per week over a two week period for Power Engineers) on either a full-year or seasonal (i.e. April to September) basis.
- (b) Part-time employees who are employed on a permanent or temporary basis and are:
 - i) normally work at least twenty (20) but less than forty (40) hours per week on either a full-year or seasonal (i.e. April to September) basis; and,
 - ii) work at least one thousand and forty (1040) hours in any rolling twelve month period.

Information on part-time and casual employees that do not meet this definition is found in Memorandum of Understanding 5.

- (c) Seasonal employees may, as part of their appointment, be required by the Employer to report to work on a casual, as-needed basis during their off season. Failure to report for work three (3) times when called in during the off season without good reason may be grounds for termination.

2.03 Lead Hands are those employees who, because of specific job knowledge and leadership qualities, are awarded the position of Lead Hand by the Employer. Lead Hands:

- (a) Provide assistance and leadership to a group of employees in their classification and are responsible for the group's activities;
- (b) Do not possess disciplinary powers, the ability to grant time off, arrange overtime, or any other responsibilities of a Supervisor; and,
- (c) Receive a premium of 10% per hour above their normal hourly rate for all hours worked as Lead Hand.

The amount of their normal work completed by the Lead Hand will vary based on the amount of assistance required by their group. An Employee may not be a Lead Hand until they have successfully completed a full year of employment.

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 8 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.
- 4.07 Should the Nova Scotia *Labour Standards Code* provide for a right or benefit better than those provided for in this Agreement, then the Nova Scotia *Labour Standards Code* shall apply.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 The Bargaining Committee shall include up to five (5) representatives of the Union elected according to its constitution and bylaws one of whom shall be the Unit Chairperson as well as the Local Union's President and National Representative.
- 5.02
 - (a) The Employer agrees to grant leave with pay to no more than five (5) employees for the purpose of negotiating amendments to this Agreement (including conciliation). Leave will only be granted for those days where the employee was scheduled to work.
 - (b) If the employee is scheduled to bargain and those days and regularly scheduled working days require the employee to be scheduled more than five (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
 - (a) The Employer will recognize the Union representatives whose names and areas of responsibility have been identified in writing. This includes the Unit Chairperson and Shop Stewards. All elected Union representatives will be Employees who have completed their probationary period.

- (b) The Unit Chairperson 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.
 - i) It is understood that these hours are for the purpose of performing Union business pertaining to this Collective Agreement.
 - ii) The Unit Chairperson must be available to attend scheduled meetings with University Administration during these designated eight (8) hours.
 - iii) The Unit Chairperson 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.
 - iv) The Unit Chairperson will normally have the hours of 8:00 AM to 4:00 PM from Monday to Friday (with the exception of Power Engineers and Rink Operators).
- (c) Shop Stewards shall be entitled to represent all employees under the Collective Agreement.
- (d) Shop Stewards will be allowed reasonable paid 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.

5.04 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.

5.05 The Employer will provide the Union with bound print copies of this Agreement as soon as possible following signing.

5.06 Labour-Management Committee

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.

- (a) This Committee shall be for the purpose of conferring on matters of mutual interest which are not properly the subject of a grievance or negotiations.

- (b) The Committee will be comprised of a minimum of three (3) representatives appointed by the Union and three (3) appointed by the Employer, including a representative from People and Culture.
- (c) The Union's representatives shall be selected by the members of the Union and the Employer shall be duly notified in writing of their names.
- (d) The Committee shall meet four (4) times per year or on request of one of the Co-Chairs.
- (e) The Union's representatives will be paid for the time required to attend meetings of the Committee.
- (f) 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.
- (g) The Employer and the Union shall each appoint a Co-Chair who shall alternate in presiding over the meetings.
- (h) The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (i) High-level minutes of such meetings of the Committee shall be prepared by the Employer and signed upon approval of Co-Chairs within ten (10) working days of the meeting and then posted on designated bulletin boards. The Employer may, at its discretion, have an additional representative present at the meetings for the sole purpose of taking minutes. No personally identifiable information will be included in the minutes.
- (j) The Local 2107 President or designate and National Representative may also attend Labour-Management Committee meetings.

5.07 There shall be no discrimination, interference or coercion against persons who are elected as Union representatives and carrying out their Union duties.

ARTICLE 6 – UNION SECURITY AND CHECK-OFF

- 6.01 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.
- 6.02 The Employer shall deduct from every employee any dues, initiation fees or assessment levied, in accordance with the Unifor Constitution and Bylaws by the following method:
- (a) Union dues will be calculated and deducted on a bi-weekly basis based on 1.35% of the employee's regular hourly rate.
 - (b) The Employer agrees to remit such dues deducted, together with a list of the following information:
 - i) Names of employees;
 - ii) Classification;
 - iii) Rates of pay;
 - iv) Reason if no dues deducted, where available.
- to the Financial Secretary of Unifor Local 2107 by the fifteenth (15th) day of the following month, at the Local's mailing address.
- 6.03 All new employees will receive orientation training within the first week of hire. The Employer will provide the opportunity for representation from the Union Chairperson or their delegate along with a member of the Union Joint Health and Safety Committee to introduce themselves during orientation for a period of thirty (30) minutes.
- 6.04 The Employer shall provide the Unit Chairperson with copies of the following forms:
- (a) All notice of hiring, separations, transfers, reclassifications, requests for probation extension agreements and completion of probationary periods;
 - (b) Notification when employees reach one thousand and forty (1040) hours in a twelve-month period;
 - (c) All written disciplinary actions involving employees covered by this agreement.

The Employer shall provide the Unit Chairperson with a copy of the above forms within a reasonable period of time except for matters under subsection c) which shall be provided to the Unit Chairperson within three (3) days of imposing

discipline.

The Union shall have electronic access to all bargaining unit job postings.

- 6.05 The Employer agrees to provide the Unit Chairperson with copies of all job descriptions within the various departments and any revisions as completed.

ARTICLE 7 – WORKPLACE HARASSMENT & DISCRIMINATION

- 7.01 In accordance with the *Nova Scotia Human Rights Act*, the Parties agree that there shall be no discrimination practiced with respect to any Employee by reason of race, creed, colour, age, ethnic, national or Indigenous origin, political or religious affiliation, belief, or practice, sex, sexual orientation, gender identity or expression, marital or family status, source of income, 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 *Code*.
- 7.02 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.
- 7.03 The Employer and the Union agree that harassment or bullying in the workplace will not be condoned and acknowledge their 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*.
- 7.04 The Parties agree that complaints regarding harassment and discrimination will be handled in accordance with the Employer's Harassment and Discrimination Policy. In cases of sexual violence, complaints will be handled in accordance with the Employer's Sexual Violence Response Policy. Investigations shall be conducted as quickly as possible and in a manner which respects the dignity of the complainant and the right of the respondent to due process.
- 7.05 New employees will be provided with a copy of the Employer's Harassment & Discrimination Policy and Sexual Violence Response Policy as part of the documentation contained in the new employee hire package. Additional copies of the Employer's Harassment & Discrimination Policy may be obtained from the People and Culture Department.
- 7.06 An employee who believes they have been harassed or discriminated against is encouraged to report the alleged misconduct to the Employer and to the Union. The Parties agree to inform the other upon receipt of a formal complaint to be investigated under either the Harassment and Discrimination Policy or the Sexual Violence Response Policy in which a member of the bargaining unit is either a

complainant or respondent.

7.07 Unresolved harassment and discrimination complaints may be filed at Step 3 of the grievance process. Complaints should not be pursued through both the grievance procedure and the investigation process in the applicable policy.

7.08 (a) The pursuit of frivolous allegations under the Harassment and Discrimination Policy has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

(b) All employees have the right to file a complaint with the Nova Scotia Human Rights Commission to seek redress under the *Human Rights Act*.

7.09 Training

The Employer agrees to a one (1) day jointly developed and delivered harassment, sexual violence and human rights program for Union representatives and managers and supervisors of bargaining unit employees, with the content, timing, location(s) and trainers to be determined jointly by People and Culture, Human Rights and Equity and the Union.

The Employer will make training on the Harassment and Discrimination Policy and Sexual Violence Response Policy available to employees.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 A grievance is defined as a disagreement between the parties relating to the interpretation, application or administration of this Agreement or Employer policy, or as an alleged violation of a specific article or section of the Agreement. Grievances can be:

(a) individual (impacting one employee);

(b) group (impacting more than one employee); or,

(c) policy (disputes related to the interpretation, application, operation or alleged violation of this Agreement on a matter arising directly between the Union and Employer).

8.02 Individual and group grievances begin at Step 1. Grievances related to the termination of an employee will start at Step 3. Policy grievances start at Step 3 and must be filed within ten (10) business days of when the grieving party either became aware or should reasonably have become aware of the incident giving rise to the grievance.

- 8.03 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 the Shop Steward on their behalf, shall first discuss the complaint with their supervisor within five (5) business days.

Step 2

If the alleged complaint is not settled within five (5) business days after the discussion in Step 1, the Union shall then submit the grievance in writing to the applicable department head (either the Director, Facilities Management or the Assistant Vice-President, Administration and Ancillary Services) or their representative. The department head or their representative, accompanied by a representative of People and Culture not involved in Step 3, may meet with the impacted employee(s) and the Union representative(s). If a meeting is required, the meeting will be scheduled within ten (10) business days. The department head or their representative respond to the Union in writing not later than five (5) working days following the presentation of the written grievance or the meeting, whichever is later.

Step 3

All grievances not settled at Step 2 as well as any policy grievances filed by the Union shall be submitted in writing to the Director, People and Culture within ten (10) business days. The Director, People and Culture, along with the applicable management representatives will meet with representatives of the Union. The Union's representatives may include a Unifor National Representative and/or Local President. The decision of the responding party shall be given in writing to the other party within ten (10) business days following the date of the meeting, unless otherwise agreed to by mutual consent of the parties.

8.04 **Mediation/Arbitration**

- (a) If the settlement is not reached in the steps above, the matter may then be referred to arbitration by either party within twenty (20) business days following the written response in Step 3. The Arbitrator shall be mutually agreed upon by the parties. Should the parties fail to agree upon an Arbitrator within twenty (20) business days of the referral to arbitration, either party may request the Minister of Labour of the Province of Nova Scotia appoint an arbitrator. The decision of the Arbitrator shall be accepted and binding on both parties.

- (b) The Parties may, by mutual agreement, use the Labour Board's dispute resolution services to mediate prior to arbitration. Should such mediation be unsuccessful, either Party may refer the matter for arbitration no later than twenty (20) days following the conclusion of mediation.
- 8.05 The Employer and the Union agree to bear an equal share of any expenses incurred on account of any Arbitrator.
- 8.06 Requests for extension to the timelines in this Article must be in writing and be mutually agreeable to both parties.
- 8.07 If an employee is dismissed for any reason whatsoever and is subsequently reinstated in their former position they shall be compensated for all time lost at their regular rate of pay.
- 8.08 If an employee feels that they have a grievance they shall report the matter to the Employer in the manner outlined in Clause 8.03 but pending settlement shall perform their duties faithfully.
- 8.09 Union representatives will be paid for scheduled hours missed for the purposes of attending grievance meetings and mediations/arbitrations under this Article.

ARTICLE 9 - ADMINISTRATION OF DISCIPLINE

9.01 Just Cause

An Employee shall not be disciplined or discharged without just cause.

9.02 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.

9.03 Union Representation for Discipline

The Unit Chairperson or their delegate will be invited by the Employer to be present at any meeting between a representative of the Department of People and Culture and an Employee called for the explicit purpose of announcing a suspension or dismissal.

- 9.04 (a) Written discipline or performance related concerns placed in an Employee's official personnel file will not be valid after twelve (12) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- (b) A disciplinary suspension placed on an Employee's official personnel file will be removed after twenty-four (24) months have elapsed since the disciplinary suspension was taken provided that no further disciplinary action has been recorded during this period.
- 9.05 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.
- 9.06 The employer agrees to notify employees of any discipline added to their personnel file.

ARTICLE 10 – JOB POSTING

- 10.01 Permanent vacancies within the Bargaining Unit as determined by the Employer shall be posted according to the following information:
- (a) position classification (full-time or part-time);
 - (b) description of position;
 - (c) qualifications required;
 - (d) rate of pay;
 - (e) hours of work;
 - (f) initial shift schedule (if available);
 - (g) posting date; and,
 - (h) expiry date of posting (if any).

The job description and qualifications shall be determined by the Employer.

- 10.02 The postings shall be for seven calendar days and bargaining unit employees shall be given first consideration.
- (a) The Employer shall notify each unsuccessful applicant from the bargaining unit in writing, which may be via email.
 - (b) All applicants from the bargaining unit will be notified within ten (10) days if the job posting is cancelled.

10.03 A temporary vacancy that exists for a period anticipated to be in excess of thirty (30) 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.

10.04 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 11 – PROBATIONARY AND FAMILIARIZATION PERIODS

11.01 Probationary Period

(a) New employees shall be regarded as on probation for the first one thousand and forty (1040) hours of their employment. For purposes of clarity, any probationary period shall exclude any paid or unpaid leaves longer than thirty (30) days.

(b) 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. The probationary period may be extended by the Employer with the consent of the Union.

(c) Upon successful completion of the probationary period the employee will be credited with seniority retroactive to their date of hire.

(d) Following the successful completion of the probationary period, the Union shall have the opportunity to meet with the employee for no more than thirty (30) minutes for the purpose of discussing with the employee the benefits, privileges and duties of becoming a Union member, also to point out to the new employee the responsibility they have to both the Employer and the Union. The Employer will notify the Unit Chairperson monthly the names of those who have completed their probationary period and will, on request, arrange a time and place for the meeting. A representative of the Employer may attend the meeting. Because of the privilege of this interview, there

shall be no solicitation for membership at any time on the Employer's premises.

11.02 Familiarization Period

- (a) Employees who have served their probationary period and who are hired into a different role within the bargaining unit or are awarded the position of Lead Hand will serve a familiarization period of seven hundred and twenty (720) hours in the new position.
- (b) Following the familiarization period, the employee shall have the right to return to their previous position without loss of seniority or other accrued benefits.
- (c) During the familiarization period, the Employer will assess the employee's suitability for the new job based on:
 - i) conduct;
 - ii) quality of work;
 - iii) ability to work harmoniously with others; and
- (d) ability to meet the standards (training, job tasks, etc.) set by the Employer. If at any time during the familiarization period it can be satisfactorily shown that the employee is unsuitable, the Employer may return the employee to their previous position without loss of seniority or other accrued benefits.
- (e) For purposes of clarity, the familiarization period shall exclude any paid or unpaid leaves longer than thirty (30) days.

ARTICLE 12 – WAGES

- 12.01 The wage rates for bargaining unit positions as well as the provisions governing operation of the salary scale are outlined in Appendix "A". Should a new classification be created during the term of this Agreement, the Employer and the Union shall decide on the rate and designation.
- 12.02 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.
- 12.03 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 Friday. The Employer shall supply an adequate statement containing amounts received

as well as deductions, after the allowance of one (1) week back time.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 Except for Power Engineers (see Appendix E) and Rink Operators (see Appendix F), the following provisions apply to all employees:

- (a) The calendar week shall be from 00:00:01 a.m. Sunday to the following 00:00:01 a.m. Sunday.
- (b) The work week shall normally be five (5) eight (8) hour days.
- (c) Shifts for Custodial Services shall be bid annually in February/March of each year for two timeframes (September to April and May to August) by seniority.
- (d) All work in excess of eight (8) hours per day to forty (40) hours per week shall be considered overtime. Where an employee's regularly scheduled shift length is longer than eight (8) hours, all hours in excess of the employee's scheduled shift length will be considered overtime.

13.02 Overtime

- (a) All overtime shall be compensated at the overtime rate of time and one half (1.5x) except where double time (2x) is payable.
- (b) Work hours include all time spent on authorized paid or unpaid leave of absence.
- (c) An employee cannot work more than sixteen (16) overtime hours during any three consecutive days, unless the seniority list has been exhausted. This will exclude callouts as per Article 13.08 but includes all time worked on paid holidays.
- (d) When an overtime shift has been accepted and changes occur where the Employer does not have at least eight (8) hours' notice of a change to required overtime, the first accepted overtime will remain in place
- (e) Overtime will be offered in order of seniority on a rotational basis. 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. Where unanticipated overtime is required at the end of an employee's regularly scheduled shift, the employee who is working will be offered the overtime first.
- (f) Employees who work overtime will not be required to take compensating time off.

- (g) Where an employee works more than four (4) hours of overtime immediately before or after their regularly scheduled shift, they will receive a single meal allowance of \$15.00. This excludes callouts where the employee works less than two and a half (2.5) hours.

13.03 Breaks

Employees will receive paid breaks as follows:

- (a) For shifts lasting less than five (5) hours, one (1) fifteen (15) minute rest period; and,
- (b) For shifts lasting five (5) or more hours, two (2) fifteen minute rest periods and one thirty (30) minute meal period.

Employees may not combine their breaks or take their breaks at the end of a shift.

13.04 Broken Shifts

The hours for each shift shall be effective from the check-in to check-out points of the job. 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. Where possible, the choice for straight shifts will be made based on seniority.

13.05 Shift Premiums

Employees are entitled to premiums for shifts lasting eight (8) hours or more as follows:

- (a) For shifts starting between 3:00 PM and 8:59 PM (the “evening shift”): an additional \$1.00 per hour; and,
- (b) For shifts starting from 9:00 PM to 3:00 AM (the “back shift”): an additional \$1.15 per hour.

Shift length will include time on authorized leave (such as vacation, sick leave, etc.) but premiums will only be payable for regular hours worked.

13.06 Shift Changes

When an employee’s scheduled shift is changed 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 is entitled to a meal allowance per Article 13.02 (g).

13.07 Standby

- (a) Employees shall receive standby pay of seven (7) hours pay for each week (one (1) hour per day) they are required to be on standby up to four (4) hours of which may be banked.
- (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.
- (c) 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.
- (d) During the week that includes December 25th employees shall receive double the normal rate for standby (two (2) hours per day) of which up to eight (8) hours may be banked.

During this period, the employer will ask for volunteers for standby first. In the event of more than one volunteer, the standby shift(s) will be awarded to the most senior employee. In the absence of volunteers, the Employer will assign the least senior employee.

13.08 Call Outs

- (a) 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 overtime, as covered by the provision of Clause 13.02. Overtime as a result of a call out on a holiday will be at the rate of double time.

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.

- (b) Employees who respond to call-outs after midnight and who reside outside of town may request overnight accommodations at the University.
- (c) With the agreement of their supervisor, an Employee may leave after eight (8) hours of work and will be paid for the hours worked.

13.09 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.

13.10 The Employer shall see that proper relief is supplied at all times so that no department is required to work understaffed for prolonged periods.

ARTICLE 14 – SENIORITY

14.01 Seniority is defined as continuous employment with the Employer.

14.02 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.

14.03 Probationary employees shall not have seniority until they have completed their probationary period as defined in Article 11.

14.04 The seniority list shall be posted on May 1st of each year. Copies of the current seniority lists shall be provided to the Unit Chairperson every three (3) months.

14.05 Employees transferred by the Employer on a temporary basis to a different department will retain seniority in their home department.

14.06 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.

14.07 Seniority shall be forfeited if a full-time employee:

- (a) resigns;
- (b) is discharged for cause;
- (c) fails to return to work;
- (d) indicates that they will not return to work within one (1) week following recall; or,
- (e) is laid off for one (1) year.

14.08 Seniority shall be forfeited if a part-time employee:

- (a) resigns or is discharged for cause;
- (b) does not apply for a position for which they are qualified;
- (c) does not report to work after three (3) missed call in shifts; or

- (d) does not work more than one thousand and forty (1040) hours in any rolling twelve (12) month period.

14.09 When an Employee transfers from the bargaining unit to accept a position with the Employer but outside of the bargaining unit, they shall forfeit their seniority after three months provided the employee continues to pay union dues during this period. The union dues will be calculated based on the employee's estimated earnings had they remained in their bargaining unit position. Should an employee opt to not pay union dues during this period, they will forfeit their seniority immediately.

14.10 Layoff

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)

14.11 The Employer agrees not to use any casual employees to work where full-time or part-time employees are on layoff and have not been given notice of recall.

ARTICLE 15 – HOLIDAYS

15.01 Employees who work on any of the holidays mentioned below (including call outs) will be paid double time for all hours worked in addition to their regular holiday pay.

15.02 (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

as well as any other day declared a holiday by the University President or enacted by the Provincial government.

- (b) Those employees in the same classification and having the same skills will be offered shifts on holidays in seniority order on a rotational basis. 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.

15.03 On request, an employee may take a day off in lieu of a holiday instead of the holiday pay. Such a request must be received at least five (5) days in advance of a holiday and must not interfere with the operation of the Employer's business.

15.04 (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) Other employees shall be entitled to be paid for a holiday listed in Article 15.02 (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.

15.05 If one of the above mentioned statutory holidays occurs during an employees' vacation period or on an employee's day of rest, the employee will receive an additional day off designated by the Employer in lieu thereof within the two week pay period in which the holiday falls (where feasible). A list of the holidays for the next calendar year will be provided to the Unit Chairperson for feedback by November 15th. A list of the holidays will be distributed to employees no later than December 15th.

15.06 An employee who is required to work on a statutory holiday which occurs on their day off, shall receive two days off duty with pay, or will have two days added to their regular vacation period.

- 15.07 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.

ARTICLE 16 - VACATIONS

- 16.01 Permanent full-time and temporary full-time employees with appointments of more than twelve (12) months are entitled to vacation time. Vacation time is accrued for with each regular hour worked at a rate determined by completed years of service as of May 1 to a maximum of:

- (a) Less than three (3) years: eighty (80) hours per year;
- (b) At least three (3) but not more than nine (9) years: one hundred and twenty (120) hours per year;
- (c) At least ten (10) but not more than fifteen (15) years: one hundred and sixty (160) hours per year;
- (d) At least fifteen (15) years: two hundred (200) hours per year.

- 16.02 Permanent part-time and permanent seasonal employees will receive the entitlements in 16.01 on a pro-rated basis.

- 16.03 The vacation year will be from May 1 to April 30 of each year and any accrued vacation will be credited to Employees' vacation banks as of May 1 each year.

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

- 16.04 The following will deem an employee on a full vacation calendar week and not be eligible to work overtime unless an unforeseen emergency arises:

- (a) Scheduled for five (5) vacation days in any calendar week.
- (b) Employees may elect to schedule up to a maximum of five (5) days of their vacation entitlement as individual days.

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.

- 16.05 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave shall be taken in the year in which it becomes due
- (b) Vacation will be scheduled by employees within their Department.

- (c) The Employee shall advise their supervisor in writing of three (3) or more choices of vacation preference listed in order of priority for the following vacation year by March 15th. The Employer will post approved vacations in writing by April 15th. Vacation requests shall be assigned in order of seniority based on operational requirements.
- (d) After the vacation schedule is posted, if operational requirements permit additional employees in a Department to be on vacation, such leave shall be offered to employees by seniority on a first come, first serve basis.
- (e) Where an employee has vacation credits remaining unscheduled by September 15 of each year, the Employer shall indicate to the employee by September 15 that a plan is required to dispose of the remaining vacation before the end of the vacation year. If after this notification, the employee does not submit a request or plan of usage by October 1 to use the remaining vacation, the Employer may schedule the vacation of the employee in accordance with operational requirements of the Employer.

16.06 The Employer 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.

16.07 An employee who has given notice of retirement but who has earned vacation for the next vacation year may, with the approval of the Employer, schedule their earned vacation prior to their retirement.

16.08 The number of hours included in vacation pay will be indicated on the employee's pay statement.

16.09 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.

16.10 Vacation pay to all employees not eligible for vacation time will be:

- (a) 4.0% of gross regular earnings from 0 – 36 months of service;
- (b) 6.0% of gross regular earnings from 36 – 120 months of service;
- (c) 8.0% of gross regular earnings from 120 – 180 months of service;
- (d) 10.0% of gross regular earnings from 180 – 300 months of service; and,
- (e) 12.0% of gross regular earnings more than 300 months of service.

ARTICLE 17 – SICK LEAVE

- 17.01 Employees will accrue sick leave credits for each regular hour worked to a maximum of one hundred and forty-four (144) hours per year. Sick leave covers absence where an employee is unable to work due to their own illness or injury. Sick leave also covers scheduled professional examination and treatment by a medical practitioner. Where possible, employees will schedule medical appointments outside of working hours.
- 17.02 Any unused portion of sick leave shall be cumulative up to a maximum of twelve hundred (1200) hours.
- 17.03 Where eligible, an Employee must apply for benefits under the Long Term Disability Plan for any sick leave anticipated to extend beyond one hundred and five (105) calendar days.
- 17.04 When sick leave is claimed, the Employer may request proof of illness using the standard form developed by the Employer for this purpose.
- 17.05 Employees shall have electronic access to view their sick leave balance.
- 17.06 Part-time employees without regularly scheduled shifts 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. Part-time employees with regularly scheduled shifts will be paid for the shift missed.
- 17.07 Should an employee be hospitalized or seriously ill as to be unable to make proper use of their vacation time to reschedule the portion of their vacation where they were sick. A doctor's note/letter may be required. The impacted time will be deducted from the employee's sick leave bank and credited to their vacation bank.
- 17.08 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).
- 17.09 Subject to the requirements of the Employer, an unpaid sick leave may be granted. During the leave, seniority will accumulate and service for vacation and benefits will be retained. The employee will have the option to continue benefit plan (including medical and long-term disability) coverage as well as pension contributions but will be responsible for the employee costs.

ARTICLE 18 – BEREAVEMENT LEAVE

- 18.01 Time off for bereavement is provided for employees to gather with relatives for mutual comfort at a time of personal tragedy, to assist in making arrangements for the funeral, for the immediate and after care of the deceased's survivors, and to allow the employee time for private grieving.
- 18.02 Bereavement Leave shall be granted for up to five (5) working days to an employee who has suffered the death of a:
- (a) parent, step-parent, parent-in-law;
 - (b) partner/spouse,
 - (c) child (including a ward of the Employee or a child for whom the Employee is designated as legal guardian), child-in-law, step-child;
 - (d) sibling, step-sibling, sibling-in-law;
 - (e) grandparent or grandchild; or,
 - (f) any other family member living with the Employee.
- 18.03 Bereavement leave shall be granted for three (3) working days to an employee who has suffered the death of a:
- (a) aunt/uncle;
 - (b) nephew/niece; or,
 - (c) great-grandparent or great-grandchild.
- 18.04 If a death occurs in the Employee's family as defined in Article 18.01 or 18.02 when the employee is at work, the Employee shall be granted leave of absence with pay for the remainder of their scheduled shift. This leave is in addition to the entitlements in Article 18.01 or 18.02.
- 18.05 An Employee who has taken bereavement leave pursuant to Article 18.01 or 18.02 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.
- 18.06 An Employee who is not eligible for bereavement leave pursuant to Article 18.01 or 18.02 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.
- 18.07 If death occurs during an Employee's vacation or sick leave, the bereavement leave will be counted as such and not vacation or sick leave.

- 18.08 Part-time employees without regularly scheduled shifts will be paid for days of bereavement leave based on the average number of hours worked on the five (5) working days immediately preceding the bereavement leave. Part-time employees with regularly scheduled shifts will be paid for the shift missed.

Eligibility for bereavement leave under 18.01 and 18.02 for part-time and Casual employees is limited to seven (7) calendar days following the death regardless of the number of working days.

- 18.09 Cultural diversity and/or personal circumstances shall be taken into consideration for the time Employees are so bereaved. Such Employees shall be allowed to take an unpaid leave in excess of the defined paid bereavement as set above. All additional leaves in excess of the paid time off must be approved by People and Culture and not exceed forty-five (45) days.

ARTICLE 19 – PREGNANCY LEAVE AND PARENTAL LEAVE

- 19.01 On the birth or adoption of their child, an Employee who has not applied for maternity or parental leave shall be granted special leave with pay for a maximum of five (5) consecutive working days. This leave will be arranged in consultation with their Supervisor and must be taken within four (4) months of the birth or adoption. Notice of intent to take such leave shall be given as soon as possible but no less than thirty (30) calendar days prior to the leave. Should the employee later decide to apply for maternity or parental/adoption leave benefits, the benefit under Article 19.03 from the Employer shall be reduced by any days already taken pursuant to this sub-article.

19.02 Maternity and Parental Leave

- (a) Eligibility for Maternity and Parental/Adoption Leave shall be in accordance with the Nova Scotia *Labour Standards Code*.

- (b) Upon application, eligible Employees may receive up to seventeen (17) weeks of unpaid Maternity Leave and up to thirty-five (35) weeks of unpaid Parental/Adoption Leave less any time taken under 19.01.

If an eligible Employee opts for extended parental leave benefits from Employment Insurance, they will be entitled to up to sixty-one (61) weeks of unpaid Parental/Adoption Leave less any time taken under 19.01.

- (c) Maternity leave may commence any time up to the date of delivery, but the Employer may require the employee to commence the leave of absence at the time when the performance of their job is affected by the pregnancy.
- (d) Leave will be granted upon receipt of a certificate by a legally qualified medical practitioner specifying the date (or anticipated date) of delivery.

Adoption leave shall be granted upon receipt of satisfactory documentation detailing the date the adoption is effective.

- (e) Where an Employee did not take Maternity Leave pursuant to Article 19.02 (b), Parental/Adoption leave may begin any time on or after the birth or adoption and ends not later than fifty-two (52) weeks after the birth or adoption (or seventy-seven (77) weeks if extended leave is taken).
- (f) Employees must give their supervisor and the People and Culture 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, a medical condition or scheduling of the adoption date, then the employee must give as much notice as possible.
- (g) Where an Employee reports for work upon completion of the pregnancy leave, the Employee shall resume work in the same position they held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.
- (h) While on pregnancy leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their Service and Seniority shall be deemed to be continuous. The employee may continue contributions to the pension plan but will be required to contribute their portion for the duration of the leave.

19.03 Maternity and Parental Leave Top-Up

- (a) An Employee entitled to maternity or parental leave under this Agreement and has been employed full-time for at least twelve (12) consecutive months who provides the Employer with proof they have applied for, and are eligible to receive Employment Insurance (EI) maternity and/or parental leave benefits shall be paid an allowance in accordance with the Supplementary Employment Benefit (SEB).
- (b) During the period of maternity leave, payments made according to the SEB Plan will be as follows:
- (c) Where the employee is subject to a waiting period of one (1) week before receiving EI benefits, payments equivalent to ninety-five (95%) of their weekly rate of pay for one (1) week; and,
- (d) Up to a maximum of sixteen (16) additional weeks, the Employee shall receive an amount equal to the difference between the EI benefits received and ninety-five percent (95%) of the Employee's normal salary.

- (e) During the period of parental leave, if any, payments made according to the SEB Plan will be as follows:
- (f) Where the employee is subject to a waiting period of one (1) week before receiving EI benefits, payments equivalent to ninety-five (95%) of normal salary for one (1) week; and,
- (g) For a maximum of nine (9) additional weeks, the Employee shall receive an amount equal to the difference between the EI benefits received and ninety-five percent (95%) of the Employee's normal salary.
- (h) Where an employee opts for extended EI parental leave benefits, the Employee will receive the same amount of supplemental benefit as would have been received if the Employee had opted for standard EI parental leave benefits.
- (i) During the SEB top-up period, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs during the period of parental leave. An Employee may opt in writing to maintain the benefit plan coverage. The Employee will be required to pay the employee cost of maintaining the benefit plans.
- (j) Where an Employee becomes eligible for a salary adjustment during the benefit period, benefits under the SEB plan will be adjusted accordingly.
- (k) The Employer will not reimburse the Employee for any amount they are required to remit to Service Canada.
- (l) Calculation of the weekly SEB payments will be based on the employee's regular schedule at the time the leave began.

19.04 End of Pregnancy Leave

An Employee who experiences an end of pregnancy may be eligible for unpaid leave under Section 59F of the *Labour Standards Code*.

An Employee whose pregnancy ends before completing nineteen (19) weeks of pregnancy is entitled to paid leave under clause 19.01 above.

An Employee whose pregnancy ends after the completion of nineteen (19) weeks of pregnancy is entitled to paid leave under clause 19.01 above as well as an unpaid leave of up to sixteen (16) consecutive weeks.

An Employee who would have become the parent of a child born as the result of the pregnancy, and the pregnancy ends, is entitled to unpaid leave of up to five (5) working days.

ARTICLE 20 – SPECIAL FUNDS

20.01 Education Fund

The Employer agrees to pay into a special fund one cent (\$.01) per hour per employee for each hour worked 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, 115 Gordon Baker Road, Toronto, ON, M2H 0A8.

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.

20.02 Social Justice Fund

The Employer agrees to pay into a special fund one cent (\$.01) per hour per employee for each hour worked 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, 115 Gordon Baker Road, Toronto, ON, M2H 0A8.

20.03 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 21 – OTHER LEAVES OF ABSENCE

21.01 Family Illness Leave

Regular full-time and regular part-time Employees will accrue paid Family Illness Leave each regular hour worked up to forty (40) hours each year from May to April. This leave entitlement will be pro-rated for part-time employees and those with contracts of less than twelve (12) months. Reasonable notice will be given to the immediate supervisor when requesting the use of Family Illness Leave. Family Illness Leave is time for Employees to act as a caregiver for close relatives or their spouse/partner.

21.02 Unpaid Leave

- (a) Subject to the requirements of the Employer, a leave of absence may be authorized for good reason. During the leave, seniority will accumulate and service for vacation and benefits will be retained. The employee will have the option to continue benefit plan (including medical and long-term disability) coverage as well as pension contributions but will be responsible for the employee costs. The Employer will notify the Unit Chairperson.
- (b) For an unpaid leave of absence of more than one month, it is the responsibility of the employee to advise their supervisor and People and Culture 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 Employer as required, they will be considered to have resigned from their employment with the Employer effective the expiry date of the leave. The Employer will notify the Unit Chairperson.

21.03 Jury Duty

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.

21.04 Graduation Leave

An employee is entitled to one (1) day leave with pay for the purpose of attending their graduation or a dependent's graduation from St. Francis Xavier University when it occurs on a regular working day.

21.05 Union Leave

Union leave shall be reimbursed to the Employer based on employee actual fringe benefit costs. 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 employee premium for any benefit in which they participate.

An employee may apply for extended, unpaid union leave of between one (1) month and twelve (12) months for the purpose of representing the Union in outside activities unrelated to and not in conflict with the Employer's business. The maximum number of employees on such extended leave shall not exceed one (1) per calendar year. The Employer will not unreasonably deny such requests.

21.06 Labour Standards Code Leaves

Employees shall be entitled to leaves in accordance with the Nova Scotia *Labour Standards Code*. These leaves include, but are not limited to:

- (a) Compassionate Care Leave;
- (b) Critically Ill Child/Adult Leave;
- (c) Crime-Related Child Death or Disappearance Leave;
- (d) Reservist Leave;
- (e) Emergency Leave; and,
- (f) Citizenship Ceremony Leave.

An employee who returns from such a leave must be accepted back into the same position or a comparable one with no loss of seniority or benefits. The employee will have the option to continue benefit plan (including medical and long-term disability) coverage as well as pension contributions but will be responsible for the employee costs.

21.07 Domestic Violence Leave

The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Employees shall be entitled to unpaid leave up to the maximum outlined in the *Labour Standards Code*. The first two (2) weeks of this leave will be paid provided the Employee meets the eligibility criteria in the *Labour Standards Code*.

(a) Confidentiality

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

(b) Protection from discipline and adverse action.

The Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

(c) Workplace Policy

The Employer will amend the current Workplace Violence Policy to include information regarding Domestic Violence Leave and the Provincial Legislation that identifies the requirements under the Act.

(d) Individual supports

The Employer will make every effort to make reasonable accommodations.

(e) Leaves

Domestic violence leave can be used by an Employee to seek medical attention for themselves or their child; obtain services for themselves or their child from a victim services organization, psychological or other professional counselling (or certain culturally-specific services); relocate temporarily or permanently; or seek legal or law enforcement assistance.

ARTICLE 22 – UNIFORMS AND FOOTWEAR

22.01 By August 31st of each year, the Employer shall provide three (3) complete sets of uniforms.

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

22.02 By October 31st of each year, the Employer will reimburse each permanent employee for the purchase of appropriate safety footwear upon the presentation of an appropriate receipt up to a maximum of \$225.00 plus tax.

ARTICLE 23 - REDUNDANCY

- 23.01 (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 2.02) 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 24 – TUITION CREDITS

24.01 Tuition Credit for Spouses/Partners and Dependents

- (a) A Permanent Full-Time employee's Dependents and/or Spouse/Partner are eligible to receive a tuition credit equivalent to one-half (1/2) of the assessed tuition (less the Nova Scotia Tuition Bursary). This tuition credit only applies to those children and/or Spouse/Partner who are in good academic standing for their first undergraduate degree, not including a Bachelor of Education. All other fees remain the responsibility of the Dependent and/or Spouse/Partner. The number of credit hours eligible for tuition credit will not exceed the minimum required for the student's degree program.
- (b) Should an Employee's employment with the Employer terminate following the start of an academic term, the Dependent and/or Partner/Spouse will be permitted to retain the tuition credit for the remainder of that academic term.
- (c) Qualification for tuition credits extends to the Dependents and Spouses/Partners of Employees who are on LTD, are deceased with at least fifteen (15) years of service or retired after a minimum of twenty-five (25) years of service.

24.02 Tuition Credit for Employees

- (a) A Permanent full-time employee is eligible to receive full tuition credit (less the Nova Scotia Tuition Bursary) for any credit course at the undergraduate or Master's level) whether it is job related or not to a maximum of twelve (12) credits during the period September 1 to August 31. All other fees remain the responsibility of the Employee.
- (b) If the course(s) applied for will interfere with the Employee's regular scheduled work week, Manager or Supervisor's and People and Culture approval is also required. People and Culture will advise the Employee of approval.
- (c) An Employee must commit four (4) months beyond the completion of the last course at the undergraduate level or twelve (12) months following the completion of their last Master's level program/course.
- (d) If an Employee leaves the employment of the University prior to completion of the required service, they shall reimburse the University for a pro-rated portion of the tuition credit (for undergraduate courses) or the pro-rated value of all tuition credits received for their program (for Master's courses).

ARTICLE 25 – HEALTH AND SAFETY

- 25.01 (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.

25.02 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 Employer. Employees are eligible for a new pair of prescription safety glasses once every three (3) years. Employees who have a significant change to their prescription are eligible after two (2) years.

25.03 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 moment of silence will be observed by Unifor members at 11 AM on April 28th.

25.04 Observance of December 6th

The Employer agrees to recognize and observe a minute of silence in the workplace in memory of women who have died due to acts of violence. The moment of silence will be observed by Unifor members each year on December 6th at 11 AM.

ARTICLE 26 – JOB SECURITY

26.01 Supervisors shall not perform any duties within the bargaining unit, except as follows:

- (a) Providing supervisory instruction; or,
- (b) In emergencies where bargaining unit employees are not readily available; provided doing so does not reduce the regular hours of work of any employee.

26.02 In situations where there is an imminent risk to health and safety, employees outside the bargaining unit may take steps to address the health and safety concern.

26.03 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 the bargaining unit and agrees to meet with the Union to discuss such considered changes.

ARTICLE 27 – BENEFIT PLANS

27.01 Eligibility

- (a) Full-time employees are eligible to participate in the benefit plans in this Article subject to each plan's eligibility conditions.
- (b) Part-time employees will be entitled to participate in the health and dental plans in this Article provided they:
 - i) Meet each Plan's eligibility conditions;
 - ii) Normally work at least twenty (20) but less than forty (40) hours per week on either a full-year or seasonal basis; and,
 - iii) Have worked at least one thousand and forty (1040) hours in any rolling twelve (12) month period.
- (c) Benefit coverage for employees will cease on the earlier of:
 - i) Termination of employment;
 - ii) Layoff (other than the scheduled layoff of seasonal employees); or,
 - iii) The last day of the month in which they drop below one thousand and forty (1040) hours in any rolling twelve (12) month period.

- 27.02 (a) The Extended Health and Dental plans 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 Extended Health and Dental Plan premiums.
- (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.
 - (c) Employees who reached the age of fifty-five (55) and who have completed fifteen (15) 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 will be responsible for 100% of the premium and can arrange a satisfactory reimbursement of

required contributions with the Employer.

27.03 Long Term Disability Plan

- (a) Premiums for Long Term Disability insurance will be shared on a 50/50 basis. Eligibility for the Long Term Disability Plan is determined by the Plan.
- (b) 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.
- (c) When an employee is approved Long Term Disability benefits, their position shall be posted as a temporary position unless the anticipated return to work date is less than three (3) months from the start of benefits.

Should an employee in receipt of Long-Term Disability benefits cease to be disabled within thirty-six (36) months of the date that benefits commenced and provided they are able to perform their full job, such Employee shall have a right to return to their former position with the Employer.

Employees shall earn seniority for up to thirty-six (36) months while receiving Long Term Disability benefits.

- (d) The 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 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.
- (e) 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.

27.04 Employees must apply for Long Term Disability benefits where an employee is medically eligible; in accordance with the LTD plan in effect. If the 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.

27.05 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 People and Culture 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.

27.06 Other Benefits

Employees are required to participate in the University's basic and dependent life insurance until age 70 and accidental death and dismemberment insurance until age 68. Premiums for these programs are paid 50% by employees and 50% by the Employer.

The Employer will also maintain access to the Employee and Family Assistance Program at no cost to employees.

27.07 Pension Plan

Eligible employees will be enrolled in the Defined Benefit Pension Plan for Employees of St. Francis Xavier University. A representative of the Union will be part of the applicable pension committee.

ARTICLE 28 – WORKERS' COMPENSATION

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

28.02 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.

ARTICLE 29 – DURATION

- 29.01 (a) This agreement shall remain in full force and effect for a three year period from October 1, 2024 to September 30, 2027, 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.

Within thirty (30) calendar days after the receipt of such notice, both parties shall meet or determine meeting dates for the purpose of negotiating amendments to this Agreement. During the negotiating period, this agreement shall remain in full force and effect.

- (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.

SIGNED this 14th day of March, 2025.

ON BEHALF OF:

The Board of Governors of
St. Francis Xavier University
Antigonish, Nova Scotia

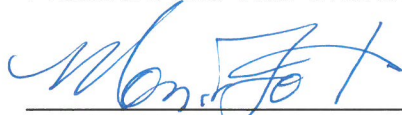
Unifor Local 2107



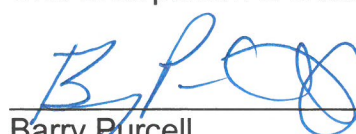
Dr. Andy Hakin
President and Vice-Chancellor



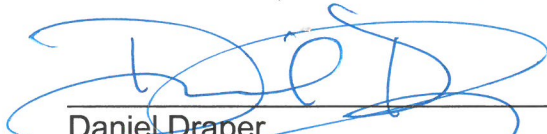
Sylvia Phee
Unit Chairperson & Custodial Representative



Monica Foster
Vice-President, Finance & Administration



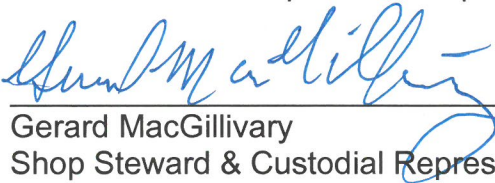
Barry Purcell
Shop Steward & Skilled Trades Representative



Daniel Draper
Director, People and Culture



Wade Chisholm
Grounds and Transportation Representative



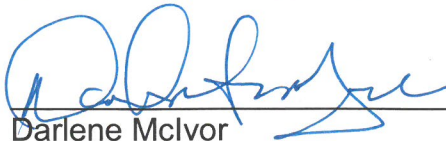
Gerard MacGillivray
Shop Steward & Custodial Representative



Ethan Mattie
Shop Steward & Rink Representative



Alice Wallace
Unifor Local 2107 President



Darlene McIvor
Unifor National Representative

APPENDIX A – WAGE SCHEDULE

Institutional Attendant I

Effective Date	2080 Hours*	Job Rate	25+ Years
October 1, 2024	\$19.31	\$19.60	\$19.98
October 1, 2025	\$19.89	\$20.19	\$20.58
October 1, 2026	\$20.49	\$20.80	\$21.20

*\$0.50 less for the first 2080 hours.

Institutional Attendant II

Effective Date	1 st 2080 Hours	Job Rate	25+ Years
October 1, 2024	\$20.94	\$21.25	\$21.66
October 1, 2025	\$21.57	\$21.89	\$22.31
October 1, 2026	\$22.22	\$22.55	\$22.98

Institutional Attendant III

Effective Date	1 st 2080 Hours	Job Rate	25+ Years
October 1, 2024	\$24.28	\$24.64	\$25.12
October 1, 2025	\$25.01	\$25.38	\$25.87
October 1, 2026	\$25.76	\$26.14	\$26.65

Institutional Attendant IV

Effective Date	1 st 2080 Hours	Job Rate	25+ Years
October 1, 2024	\$30.71	\$31.18	\$31.77
October 1, 2025	\$31.64	\$32.11	\$32.73
October 1, 2026	\$32.59	\$33.07	\$33.71

Power Engineer II

Effective Date	1 st 2080 Hours	Job Rate	25+ Years
October 1, 2024	\$33.44	\$33.95	\$34.60
October 1, 2025	\$34.45	\$34.96	\$35.64
October 1, 2026	\$35.48	\$36.01	\$36.71

Position Classifications

For clarity, the following positions fall within the above classifications:

- (a) Institutional Attendant I: Cleaners; Grounds; Operations Labourers
- (b) Institutional Attendant II: Transport
- (c) Institutional Attendant III: Rink Attendants
- (d) Institutional Attendant IV: Skilled Trades
- (e) Power Engineer II

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

Licensing Fees

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

Long Service Adjustment

Employees with twenty-five (25) or more years of service in the bargaining unit will have an amount added to their hourly rate in recognition of their long service. The hourly amount will be calculated as:

$$(\text{hourly rate} \times 40) / 2080$$

This increase will take effect on May 1 following their twenty-fifth anniversary.

APPENDIX B – HEALTH AND DENTAL BENEFITS

The current health and dental benefits will remain in effect except as modified by this Appendix.

Effective April 1, 2025, the benefit plan for Unifor members will be amended as follows:

1. Paramedical coverage (excluding physiotherapy) will increase from \$600 to \$800 per year.
2. Psychological services coverage will increase from \$800 to \$1,000 per year.
3. Coverage for compression stockings will increase from \$200 to \$250 per year.
4. Coverage for X-Rays for Chiropractor and Osteopath will increase from \$35 to \$100.

The Parties agree that, as an offset to the cost of the benefits above, the Employment Insurance Premium Reduction Program rebate currently provided directly to employees will instead be used to fund the cost of these benefit improvements.

APPENDIX C – 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 schedule “B” below, except as altered by the provisions of this Appendix “C”.
 - (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**
 - i) 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.
 - ii) New trade persons shall have seniority in their trade only as from the date of entry.
 - iii) Assignment of overtime will be based on the hire date of an employee into a skilled trade position regardless of their place on the overall seniority list.
2. **Apprenticeship Language**
 - (a) **APPRENTICESHIP 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 People and Culture 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 journeypersons 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 journeyperson's certificate, they are to receive not less than the minimum rate of the trade in which they have served their apprenticeship provided an opening exists and they are selected for employment as a journeyperson.

Apprentices shall not be paid for attendance at night school.

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.

- (l) **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.

- i) The Apprentice
 - ii) The Employer
 - iii) The Registration Agency
 - iv) 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 D – 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:
 - i) 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;
 - ii) 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 E – POWER ENGINEERS

Article 1 – Hours Of Work

- 1.1 The work week for Power Engineers begins at 6:30 a.m. Sunday, and runs continuously until 6:30 a.m. the following Sunday. The normal hours of work will be between seventy-two (72) and eighty-four (84) hours per pay period.

Standard Shifts

The shifts will be from:

6:30 a.m. to 6:30 p.m. (day shift)
6:30 p.m. to 6:30 a.m. (night shift)

- 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 as per Article 13.09; and,
- (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.
- (d) Assignment of overtime will be based on the hire date of an employee as a Power Engineer regardless of their place on the overall seniority list.

Article 3 – Holidays

- 3.1 (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 15 will be the number of holiday entitlements multiplied by eight (8) hours divided by twelve (12) hours.
- (c) 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 4 – Acting Chief

- 4.1 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.

APPENDIX F – RINK OPERATORS

Article 1 - Hours of Work

- 1.1 The work week for Rink Operators shall be from 6:00 a.m. Sunday to the following 6:00 a.m. Sunday. The weekly working hours will normally be four (4) shifts of ten (10) hours per day.

Article 2 - Overtime

- 2.1 (a) All work in excess of ten (10) hours per day as per Article 13.09; and,
- (b) Any unscheduled shift which will exceed the regularly scheduled work week of 40 hours.
- (c) Assignment of overtime will be based on the hire date of an employee as a Rink Operator regardless of their place on the overall seniority list.

Article 3 - Holidays

- 3.1 Lieu days for holidays as defined in Article 15 will be the number of holiday entitlements multiplied by eight (8) hours divided by ten (10) hours.

Rink Operators may accumulate lieu time for holidays to a maximum of 50 hours.

Article 4 – Acting Pay

- 4.1 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.

MEMORANDUMS OF AGREEMENT

The attached Memorandums of Agreement are considered an integral part of the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT #1 – 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 #2 – 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 B, 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 #3 – 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.

MEMORANDUM OF AGREEMENT #4 - DEPARTMENTS

For the purposes of overtime assignment, shift bidding (per Article 13.01(c)) and vacation scheduling, employees are divided into Departments by the Employer. As of February 4, 2025, the Departments are as follows:

1. Custodial Services
2. Ancillary Services
3. Trades and Maintenance
4. Grounds and Transport
5. Central Power Plant
6. Rink Operations

Adjustments to this list may be made by the Employer from time to time. The Union will be notified of such changes.

This list does not restrict the right of the Employer to reassign Employees on a temporary basis to another Department.

MEMORANDUM OF AGREEMENT #5 – EMPLOYEES WORKING FOR LESS THAN 1040 HOURS IN A 12-MONTH PERIOD

This Memorandum of Agreement applies to employees who normally work less than twenty (20) hours per week and/or less than one thousand and forty (1040) hours in a rolling twelve (12) month period.

The following Articles of this Collective Agreement apply to these Employees:

1. Article 2 (Definitions and Types of Appointment);
2. Article 4 (Recognition);
3. Article 6 (Check-Off);
4. Article 8 (Workplace Harassment and Discrimination);
5. Article 9 (Grievance Procedure);
6. Article 11 (Job Postings);
7. Article 12 (Probationary and Familiarization Periods);
8. Article 13 (Wages);
9. Article 15 (Hours of Work and Overtime; Article 15.03 only);
10. Article 20 (Bereavement Leave);
11. Article 30 (Health and Safety);

12. Article 34 (Workers' Compensation); and,
13. Appendix A (Wage Schedule).

These employees must pay union dues on all hours worked. Their right to union representation and grievance under Article 9 is limited to those Articles listed above. No other provisions of this Agreement apply to these employees.

Nothing in this Memorandum restricts the Employer from assigning bargaining unit work to such employees.

MEMORANDUM OF AGREEMENT #6 – LONG TERM DISABILITY PLAN REVIEW

The Parties agree that a review of the Long Term Disability Plan offered to Unifor members is necessary to identify possible cost savings and improve plan design. The Employer will, in consultation with the Union, review the Plan. The Parties will jointly agree on appropriate changes to the Plan and effective date.

Improvements to the Plan will be cost-neutral for the Employer. Any cost savings realized by the Employer will be returned to members in the form of benefit improvements.

This process will be completed no later than December 31, 2025. Should the review not be completed by this date, the deadline may be extended by mutual agreement, or the Parties may agree to refer the matter to interest arbitration. Should the matter be referred to arbitration, discussions between the Parties as part of the above process will be without prejudice unless otherwise agreed.

MEMORANDUM OF AGREEMENT #7 – PENSION PLAN IMPROVEMENTS

The Parties agree that further review is required to agree on improvements to the Pension Plan. The Employer will, in consultation with the Union, review the existing pension benefit. Following the review, the University will outline the amendments to be made to the Plan to improve the pension benefit provided to members. Any improvements are contingent on the funded status of the Plan and shall not result in an increase in contributions by either the Employees or the Employer.

This process will be completed no later than December 31, 2025. Should the review not be completed by this date, the deadline may be extended by mutual agreement, or the Parties may agree to refer the matter to interest arbitration. Should the matter be referred to arbitration, discussions between the Parties as part of the above process will be without prejudice unless otherwise agreed.