

Collective Agreement

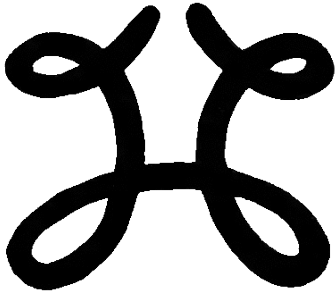
- Between -

ST. FRANCIS XAVIER UNIVERSITY

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1636
(SECURITY GUARDS)**

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, Wəlastəkwiyik (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 Wəlastəkwiyik (Maliseet) title and established the
rules for what was to be an ongoing relationship between
nations.

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THIS AGREEMENT is effective from October 1, **2024** to September 30, **2027**.

BETWEEN: THE BOARD OF GOVERNORS OF ST. FRANCIS XAVIER UNIVERSITY,
Antigonish, Nova Scotia, hereinafter referred to as the "Employer",

Party of the First Part;

AND: ST. FRANCIS XAVIER UNIVERSITY SECURITY PERSONNEL, LOCAL UNION 1636, chartered by the Canadian Union of Public Employees or its successors and affiliated with the Canadian Labour Congress, and hereinafter referred to as the "Union",

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 settle 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 to be drawn up in an Agreement;

NOW THEREFORE the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions

- 1) "Employer" means the Board of Governors of St. Francis Xavier University.
- 2) "Union" means the Canadian Union of Public Employees, Local 1636.
- 3) "Bargaining Unit" means Employees of the Employer as defined in the Nova Scotia Labour Relations board applicable certification order or as may be amended from time to time by the parties.

- 4) "Employee" means a person employed within the Bargaining Unit, and who falls within one of the following groups:
- 5) "Regular Full-Time Employee" means an Employee who is regularly scheduled to work hours of work as defined in Article 13 on a permanent basis.
- 6) "Regular Part-Time Employee" means an Employee who is scheduled to work less than the standard hours of work as indicated in Article 13. A Part-Time Employee shall qualify, subject to eligibility, for benefits of the Collective Agreement on a proportionate basis to the regular hours paid in a year.
- 7) "Term Employee" is one who either:
 - (a) replaces a Regular Full-Time or a Regular Part-Time Employee for a specified period; or,
 - (b) is employed on a full-time or part-time basis for a specified period to address temporary increases in workload.

Term Employees shall be hired for not less than three (3) months and not more than twelve (12) months.

The Term Employee is a member of the Bargaining Unit and covered by the Collective Agreement.

A Term Employee's appointment can be extended beyond twelve (12) months with the approval of the Union. Upon completion of a Term position the Employee will return to their previous position/status, if any.

A Term Employee shall qualify, subject to eligibility, for benefits of the Collective Agreement on a proportionate basis to the regular hours paid in a year.

- 8) "Casual" means an employment relationship other than Regular or Term for an Employee who works on a day-to-day basis as required and is not scheduled by the Employer on a regular basis. A Casual Employee will be employed to relieve Employees in regular or Term positions who are on approved leaves such as vacation, bereavement, sick leave etc., or to respond to workload demands or to fill temporary positions.

Work offered to Casual Employees shall be pursuant to the Collective Agreement. Once a Casual Employee accepts a work assignment, the Casual Employee is obligated to work. Except where stated as being specifically excluded, the provisions of the Collective Agreement apply to the Casual Employee.

- 9) "Partner/Spouse" means a person married to another person, and for the purposes of this Collective Agreement, includes a person living with another person in a conjugal relationship for a minimum of one year.
- 10) "Lead Hand" is defined as the most senior person scheduled on shift to be paid the Lead Hand rate for those hours.
- 11) "Working day" means a day on which an Employee is scheduled to work.
- 12) "Business day" means Monday through Friday excluding any paid holiday as outlined in Article 16.01.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Employer:

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

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for the Bargaining Unit certified by the Labour Relations Board of Nova Scotia by Order No. 2009 (Sec. 22).
- 3.02 Management personnel who normally do not perform any work performed by Employees in the Bargaining Unit shall not perform the work of a Bargaining Unit Employee, except for purposes of instruction, or in emergencies when regular Employees are not available, and provided that the doing of such work in itself, does not reduce the regular hours of work for a Bargaining Unit Employee.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 NO DISCRIMINATION OR HARASSMENT

- 4.01 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 and 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 *Act*.
- 4.02 In accordance with the *Trade Union Act*, the parties to this agreement agree that there shall be no discrimination with respect to any Employees by reason of membership, lack of membership or activity of the Union.
- 4.03 The Employer shall maintain a policy on harassment and discrimination covering personal and sexual harassment based on the protected grounds set out in the Nova Scotia *Human Rights Act*.
- 4.04 Alcoholism and Drug Addiction

Notwithstanding existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union acknowledge the need to encourage drug or alcohol dependent Employees to seek professional assistance.

ARTICLE 5 NO STRIKE, NO LOCKOUT CLAUSE

- 5.01 The Union agrees that there shall be no illegal strikes as defined by the *Trade Union Act* of Nova Scotia, stoppages of work, slowdowns, or picketing, and the Employer agrees that there shall be no lockout as defined by the *Trade Union Act* during the term of this Agreement.

ARTICLE 6 UNION SECURITY AND CHECK-OFF

- 6.01 During the lifetime of this Agreement, the Employer shall deduct from the wages due and payable to each Employee in a classification covered by this Agreement, including probationary Employees on commencement of employment, in each calendar month, the amount of the regular monthly dues payable by all members of the Union as certified by the Secretary-Treasurer no later than the 15th day of the month following the month of such deductions and accompanied by a list of the names of all the Employees on behalf of whom such deductions have been made.

The deductions including the list of names, classifications and hours worked by the Employees from whose wages the deductions have been made will be forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Boulevard, Ottawa, ON, K1G 0Z7, and to the Treasurer of Local 1636, not later than the 15th day of the month following the deductions. The said sum shall be accepted by the Union as the regular monthly dues of those Employees who are or shall become members of the

Union shall be treated as their contribution towards the expenses of maintaining the Union.

- 6.02 All Employees in the Bargaining Unit shall, as a condition of continuing employment, become and remain members in good standing of the Union.
- 6.03 The Union agrees and shall indemnify and save the Employer harmless from any liability and action that may arise out of deduction made from the pay of any Employee pursuant to this article.
- 6.04 The Employer shall post all vacancies on their website.

ARTICLE 7 LABOUR MANAGEMENT RIGHTS

- 7.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, when requested, supply the Union with a list of its supervisory or other persons with whom the Union may be required to transact business.
- 7.02 The Bargaining Committee shall be appointed and consist of not more than four (4) representatives of the Employer as appointees of the Employer, and not more than four (4) members of the Bargaining Unit, appointees of the Union. The Union will advise the Employer of the Union's committee members.
- 7.03 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises, at reasonable time and places, subject to obtaining the prior consent of the Personnel Officer, in order to investigate and assist in the settlement of grievances.
- 7.04 The Employer agrees that the Employees who are designated by the Union as constituting the four (4) Employees identified in Clause 6.02 will suffer no loss of pay or other benefits as a result of their participation in actual collective agreement negotiations with the Employer.

ARTICLE 8 LABOUR MANAGEMENT COOPERATION COMMITTEE

- 8.01 A Labour Management Cooperation Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the University.
- 8.02 The Committee shall not have the jurisdiction over the wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or

the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached at their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 8.03 The Committee should meet quarterly, if business arises, at a date and time mutually agreeable to the respective members of the Committee. A written agenda is to be made available at least three (3) days before each meeting via email.

ARTICLE 9 UNION REPRESENTATION

9.01 (a) Recognition of Shop Stewards and Union Representatives

The Employer will recognize the Shop Stewards and the Union representatives whose names and areas of responsibility have been identified in writing.

(b) Permission to Perform Steward Functions

A Steward, when required to assist in the resolving grievances during working hours, must obtain the permission of their immediate supervisor. Permission will not be unreasonably withheld. The Steward has the right to assist any Employee which the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure. The Employer agrees that the Stewards shall be granted a reasonable time to perform their duties under this Article subject to operational requirements.

9.02 Grievance Procedure

- (a) For the purpose of this Agreement, 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. No grievance shall be processed through the grievance procedure which is not initiated by the griever within ten (10) business days after the incident giving rise to the grievance, except where the Employee is not aware of the incidents giving rise to the grievance, in which even the grievance must be initiated within ten (10) business days of the becoming aware of the incident.

(b) Informal Procedure

An Employee who feels they may have a grievance shall first discuss the matter with the first line of supervision outside of the bargaining unit. The Employee may have the assistance of the steward in presenting the matter if they so wish. The manager or supervisor shall respond to the grievance within ten (10) business days of the Employee's presentation on the matter.

(c) Formal Grievance Procedure

STEP 1

Where the Employee finds that the informal procedure as described in Section 9.02 (b) does not resolve the matter, or if the manager or supervisor has not responded within the limits of the informal procedure, the Union shall present their formal grievance, in writing, to the Director, Risk Management with a copy to the Director, People and Culture within ten (10) business days from the date of the informal discussion under section 9.02 (b). The Director, Risk Management shall reply in writing to the Union representative and Employee, with a copy to the Director, People and Culture no later than ten (10) business days after receiving the written formal grievance.

STEP 2

If the grievance is not resolved at Step 1, the grievance may be submitted in writing to the Director, People and Culture within ten (10) business days of the time a decision under Step 1 was or should have been received. The Director, People and Culture shall meet with the Union representative and the grievor within ten (10) business days after the written response of the Director or the department head was received. The Director, People and Culture shall apply in writing within ten (10) business days.

FINAL STAGE

If a satisfactory resolution of the grievance is not reached as a result of the meeting provided in Step 2, either the Employer or the Union, by written notice served on the other party, may submit the grievance to arbitration in accordance with the arbitration procedures outlined herein.

9.03 Grievance for Suspension or Dismissal

Where a grievance arises in a matter of an Employee suspension or a dismissal the matter will be processed at Step 2.

9.04 (a) Policy Grievance or Union Grievance

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Step 1 of the Grievance Procedure may be by-passed, provided the Union files the grievance within ten (10) business days of the discovery or occurrence of the dispute.

(b) Employer Grievance

The Employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance with ten (10) business days. If the answer is not acceptable to the Employer, the Employer may within ten (10) business days from the day the President provides an answer, give ten (10) business days' notice to the President of the Union of its intention to refer the dispute to arbitration.

9.05 If the Employer fails to respond within the time limits specified above, the Union may forward the grievance to the next step of the grievance/arbitration procedure. Time limits may be extended by mutual agreement between the Employer and the Union.

9.06 Arbitration

A grievance may not be submitted to arbitration under this article unless it has completed the relevant steps above.

9.07 A grievance may be referred to arbitration within fifteen (15) business days of the date of the decision in Step 2 in the case of an Employee grievance or within twenty (20) business days from the date of the delivery of the Union's reply to an Employer's grievance (or the holding of the last meeting between representatives of the Union and the Employer with respect to such grievance, whichever occurs later).

9.08 Where either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party.

9.09 The Parties will jointly select an arbitrator. If the Parties fail to select an arbitrator within ten (10) business days, either party may submit a request for the Minister of Labour for the Province of Nova Scotia to appoint an arbitrator.

9.10 No person shall be appointed as an arbitrator who:

- (a) is acting or has within a period of six (6) months prior to the date of their appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties.
- (b) has any pecuniary interest in the matters referred to arbitration.

9.11 The arbitrator shall determine the procedure for the arbitration, but all parties will be given full opportunity to present evidence and to make any representation.

9.12 Each of the parties in arbitration shall equally share the fees and expenses of the arbitrator.

9.13 The decision of the arbitrator shall be final and binding and enforceable on both parties, provided however that the arbitrator shall not have the power to alter, add to, modify or amend this agreement in any respect whatsoever.

ARTICLE 10 DISCIPLINE, DISCHARGE AND VOLUNTARY TERMINATION

10.01 Just Cause

An Employee who has completed the probationary period may be disciplined or dismissed, but for just cause except that Casual Employees may also be dismissed where the Employer determines there is a lack of work or an unreasonable lack of availability on the part of the Employee.

10.02 Notification of Discipline

Where an Employee is disciplined, suspended without pay or discharged, such discipline will be imposed at a face to face meeting with a representative of the Employer, the Employee and a Shop Steward. The Employer shall also, within ten (10) days of the discipline, suspension or discharge, notify the Union in writing by registered mail or personal service stating the reason for the discipline, suspension or discharge. If this procedure is not followed, the action taken shall not be void but the time limits under Article 9 for commencing a grievance shall not commence until the notice is given.

10.03 Discipline Record

An Employee who has been subject to disciplinary action other than suspension may, after thirty-six (36) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the twelve (12) month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been affected.

10.04 Employee File and the Discipline Record

- (a) The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an Employee the existence of which the Employee was not made aware of at the time of filing.
- (b) The Employee's written response to any item on file shall become part of the personnel file.
- (c) An Employee's personnel file shall be available and open for their inspection at any reasonable time. An Employee may be accompanied by a Union representative if they desires. An Employee is permitted to photocopy any document contained on their personnel file.

10.05 Notice of Resignation or Retirement

Two (2) weeks' written notice of resignation shall be given regarding resignation of employment by an Employee, unless mutually satisfactory arrangements are made otherwise. One (1) month advance written notice of retirement is required to be given by an Employee unless mutually satisfactory arrangements are made otherwise.

ARTICLE 11 SENIORITY

- 11.01 Seniority shall mean continuous employment from date of hire in the Employer's Safety and Security Department. All time of such Employees worked prior to signing of this Agreement shall be included when computing an Employee's seniority provided that their seniority shall begin from the time starting their last uninterrupted employment. An interruption in employment shall not be interpreted to mean an absence from work because of layoff, sickness, accident or with the permission of the Employer, provided that for the purposes of vacation entitlement under Article 16 of this Agreement, service shall mean the length of continuous service in the employ of the Employer.
- 11.02 For Casual Employees hired into a permanent position, the date of hire into the permanent position will be used for the purposes of vacation booking and layoffs. The date of hire in the Employer's Safety and Security Department will be used for determining the vacation entitlement under Article 17.01.
- 11.03 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union in April of each year.
- 11.04 The seniority of an Employee will be considered broken and all rights hereunder forfeited if they:
- (a) voluntarily leaves the employ of the Employer;
 - (b) is discharged and is not reinstated through the grievance procedure;
 - (c) fails to return to work within five (5) working days following a layoff when recalled by registered mail or cannot be located after a reasonable attempt by the Employer. It shall be the duty of the Employee to keep the Employer informed on their current address;
 - (d) overstay a leave of absence granted by the Employer without securing an extension of such leave;
 - (e) absents themselves from their work for more than three (3) consecutive working days without securing leave of absence in writing from the Employer or without producing evidence of a sufficient reason satisfactory to the Employer;

- (f) having less than six (6) months service with the Employer is laid off or having more than six (6) months service is laid off for a period longer than one (1) year.

ARTICLE 12 JOB POSTINGS

- 12.01 Any vacancy in the Bargaining Unit which may become available shall be posted prominently at the Employer's premises.
- 12.02 Bargaining unit Employees shall be given first consideration for any vacancies in the bargaining unit provided they have the necessary skill, ability, merit, fitness and qualifications to perform the job required. Where these are equal, seniority shall be the deciding factor.
 - 12.02.01 The Employer may designate positions as being reserved for members of underrepresented groups (women, persons with disabilities, visible minorities, Indigenous persons and members of the 2SLGBTQIA+ community). Where a position is designated, only Employees identifying as being from one of these groups will be eligible for the position regardless of seniority.
- 12.03 In matters of promotion within the bargaining unit, the skill, ability, merit, fitness and qualifications of Employees to fill the vacancy shall be the governing factors and, where these are equal, seniority shall be the deciding factor.

Both parties recognize that job security should increase to length of service. Therefore, in the event of a layoff, Employees shall be laid off in reverse order of their seniority in their classification.

12.04 Trial Period

A successful bargaining unit applicant shall be placed on a trial period of six (6) months conditional on satisfactory performance and service. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification within the trial period, they shall be returned to their former position without loss of seniority. Any other Employee promoted or transferred because of the arrangement of positions shall also be returned to their former position without loss of seniority.

12.05 Probationary Period

New Employees, including Casual and Term Employees, will be considered as probationary Employees until they have been employed for a period of three (3) months by the Employer. The provisions of this Agreement shall not apply to probationary Employees. After completing the probationary period, Employees shall receive credit for seniority from the original date of their employment.

Casual or Term Employees who obtain a permanent position as a result of a job posting may have to complete the required probationary period. Days worked by Casual Employees will be considered as contributing to the probationary period.

ARTICLE 13 LAY-OFF AND RECALL

13.01 Both parties recognize that job security should increase to length of service. Therefore, in the event of a layoff, Employees shall be laid off in reverse order of their seniority in their classification.

13.02 Employees shall be recalled in the order of their seniority within their classification.

13.03 Notice of Lay-off

(a) Regular full-time Employees shall be given four (4) weeks' written notice of layoff. Where such notice is not given, the Employee shall receive pay in lieu of notice equivalent to the regular pay they would have otherwise earned during the notice period. Probationary, Temporary and Casual Employees shall be laid off as specified under the Province of Nova Scotia Labour Standards Code and Regulations.

(b) A copy of the layoff notice shall be sent to the Union.

(c) This provision does not apply to layoff as a result of a labour dispute. In such cases, as much notice as possible shall be given.

(d) Notice of Recall

A laid-off Employee shall be notified of the opportunity for recall within the Bargaining Unit in the most expeditious manner possible including telephone, fax or in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.

(e) Current Contact Information

Laid-off Employees are responsible for leaving their current address and telephone number with the Employer.

(f) Recall Procedure

Laid-off Employees shall be recalled in order of seniority to fill the first available Regular position within the Bargaining Unit for which the laid-off Employee meets the threshold requirements at their work site.

(g) New Employees and Recall List

No new Employees shall be hired unless all Employees on the recall list who are able to perform the work required have had an opportunity to be recalled subject to consideration of threshold qualifications.

- 13.04 The Employer shall notify permanent Employees of a layoff at least four (4) calendar weeks or the provisions of Labour Standards of Nova Scotia whichever is greater before the layoff is to be effective. No new Employees will be hired until those laid off continuing to have seniority rights have been given an opportunity of re-employment. Probationary, Temporary and Casual Employees shall be laid off as specified under the Province of Nova Scotia Labour Standards Code and Regulations.

ARTICLE 14 HOURS OF WORK

- 14.01 The normal work shift shall be twelve (12) hours, and the normal hours of work for a full-time Employee shall be eighty-four (84) hours during each two (2) week period. This is normally divided into thirty-six (36) or forty-eight (48) hours per week. Nothing herein contained shall guarantee work by the Employer.

Day shift will be from 7:00 a.m. to 7:00 p.m.

Night shift will be from 7:00 p.m. to 7:00 a.m.

- 14.02 All Employees are subject to scheduling the hours, days of work, shift hours, starting and quitting times as determined by the Employer. The Employer will give the Employees reasonable notice of any shift changes.
- 14.03 The duration of the meal periods shall be two (2) paid thirty (30) minute breaks during the day shift and the night shift. There shall be two (2) paid fifteen (15) minute breaks during the day shift and night shift.
- 14.04 Security Employees required to work the night shift (7:00 p.m. to 7:00 a.m.) shall be paid an additional one dollar and fifteen cents (\$1.15) per hour over and above their contract rate.
- 14.05 Employees requested to change shifts to accommodate the University will do so at no loss of pay including no loss of differentials and/or Lead Hand rate.

ARTICLE 15 OVERTIME

- 15.01 (a) Overtime is defined as authorized time worked by an Employee in excess of twelve (12) hours in any one (1) day or thirty-six (36) or forty-eight (48) hours per week. Overtime shall be paid at the rate of time and one-half (1½) the hourly rate of pay, or in lieu of pay, the Employee may take one and one-half (1½) times the rate of pay off at a time mutually agreeable to the Employer and Employee. Employees having accepted overtime rates of pay as defined in this Agreement recognize their obligation to accept overtime work.

For the purpose of this Article, the day shall run from 7:00 a.m. to 7:00 a.m.

- (b) Employees will be provided with a payment of a \$15.00 meal allowance after having worked overtime in excess of the regularly scheduled shift.
- (c) The maximum banking of lieu time is eighty-four (84) hours.
- 15.02 When an Employee is called in to work after they has reported off duty and before their next following scheduled shift of duty, they shall be paid at the rate of time and one-half (1½) their regular hourly rate of pay for all time worked with a minimum of four (4) hours pay at their regular straight time rate for each such call-in.
- 15.03 Overtime shall be given in order of seniority to the Employees who are available and qualified to perform the work.
- 15.04 For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked. Approved leave with pay includes sick leave, vacation leave, union leave and time off in lieu of overtime and holidays.
- 15.05 Employees who work overtime will not be required to take compensating time off.

ARTICLE 16 PAID HOLIDAYS

- 16.01 (a) The following shall be considered paid holidays based on an eight (8) hour day for the purpose of this Agreement:

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
½ day New Year's Eve

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

- (b) For the purpose of all shifts, a holiday will be considered to have started at 0001 hours and end at 2400 hours on the designated calendar day of the holiday. Premium rates of pay for holidays shall be paid between those hours.

16.02 To become eligible for the above-paid holidays, an Employee must have worked their last scheduled shift before and the first scheduled shift after the holiday unless authorized by the Employer, in writing, to be absent on either or both such shifts, or unless the Employee has been on sick leave for at least five (5) scheduled shifts before the holiday.

16.03 (a) An Employee who is required to work on a designated holiday shall be granted in lieu thereof up to twelve (12) hours off with pay at a mutually acceptable time within the thirty (30) days preceding the holiday or within the thirty (30) days following the holiday.

OR

- (b) An Employee who is required to work up to twelve (12) hours on a designated holiday instead of taking a lieu day may request compensation at the rate of double time for hours worked plus regular eight (8) hours of holiday pay.

16.04 An Employee called out on a holiday shall be guaranteed a minimum of four (4) hours pay at double time (2X) in addition to their regular holiday pay.

ARTICLE 17 VACATIONS

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

- (a) Less than two (2) years: eighty-four (84) hours per year;
- (b) At least two (2) but not more than ten (10) years: one hundred and thirty-two (132) hours per year;
- (c) At least ten (10) but not more than fifteen (15) years: one hundred and sixty-eight (168) hours per year; and,
- (d) At least fifteen (15) years: two hundred and four (204) hours per year.

17.02 The vacation year will be from May 1 to April 30 of each year and any accrued vacation will be credited to the Employee's 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.

17.03 It may be too difficult to schedule vacations to permit the taking of a continuous four (4) week vacation; a minimum of two (2) consecutive weeks at a time will be guaranteed.

17.04 Vacation Scheduling

- (a) Subject to the requirements of operations, the Employer shall attempt to meet the wishes of the Employees as far as it is possible in setting vacation dates with special consideration given to seniority.
- (b) Employees by April 1st of each year must choose the dates of their vacations. Employees will choose their vacation preference in blocks of up to two (2) consecutive weeks at a time. Employees will not be required to take money for vacation hours not taken off.

17.05 Employees will not be required to give up holiday time to accommodate the taking of vacations. In the alternative, casual Employees may be used to fill in to cover such time off.

17.06 Employees shall not be denied vacation time off while casual Employees are available for work. The Employer shall work towards an adequate number of casual staff available to accommodate the taking of vacations and holidays by regular Employees.

17.07 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.

17.08 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 121 – 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 for more than 300 months of service.

ARTICLE 18 SICK LEAVE

- 18.01 Regular full-time Employees of the Employer shall be entitled to sick leave. Sick leave covers absence where the 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.
- 18.02 All cases of sickness must be reported to the Director of Risk Management or their delegate on the first day as soon as possible but at least by the normal reporting time of the Employee concerned unless unusual circumstances make reporting impossible.
- 18.03 Eligible Employees shall be entitled to eighteen (18) hours sick leave per month with an accumulation to twelve hundred (1200) hours.
- 18.04 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.
- 18.05 No sick leave allowance will be granted to an Employee in case of sickness or accident which is compensable under the laws of the Province of Nova Scotia.
- 18.06 Sick leave allowance will not be paid for sickness which occurs within the vacation period of an Employee, except for cases of documented hospitalization.
- 18.07 The Employer may require a doctor's certificate as proof of sickness.
- 18.08 In doubtful cases, the Employer may require the Employee to obtain a second opinion from a second doctor to be mutually agreed upon.
- 18.09 A record of all unused sick leave, holiday leave and vacation leave will be kept by the Employer. Employees will have access to the balance of their accruals through online electronic access.
- 18.10 Abuse of these benefits by an Employee shall be considered as chronic absenteeism.
- 18.11 Personal Days
- Regular full-time, Regular part-time and term Employees will be granted five (5) working days (sixty (60) hours) as personal days. Reasonable notice will be given to immediate supervisor when requesting the use of Personal Day(s). Personal Days are used for family emergencies or other events of a serious nature. Requests with reasonable notice will not be unreasonably denied.
- 18.12 Requests for non-emergency absences, including use of vacation and lieu time with less than 24 hours' notice will not be approved unless a replacement Employee can be found for the shift.

ARTICLE 19 PAID BEREAVEMENT LEAVE

19.01 Bereavement Leave shall be granted for up to five (5) consecutive 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.

19.02 Bereavement leave shall be granted for three (3) consecutive 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.

19.03 If a death occurs in the Employee's family as defined in Article 19.01 or 19.02 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 19.01 or 19.02.

19.04 An Employee who has taken bereavement leave pursuant to Article 19.01 or 19.02 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.

19.05 An Employee who is not eligible for bereavement leave pursuant to Article 19.01 or 19.02 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.

19.06 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.

19.07 Part-time and casual Employees without regularly scheduled shifts will be paid for bereavement 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 bereavement leave. Part-time Employees with regularly scheduled shifts will be paid for the shift missed.

Eligibility for bereavement leave under 19.01 and 19.02 for part-time and Casual Employees is limited to seven (7) calendar days following the death regardless of the number of working days.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Union Leave

Leave of absence to attend conventions of affiliated labour bodies annually may be granted without pay at the discretion of the Employer provided that notice of at least two (2) weeks is given the Employer, and provided that not more than two (2) Employees are absent for such purpose at any time. Such leave of absence shall be without loss of seniority or loss of pay. The Union will reimburse the Employer for any lost wages pertaining to this Article.

20.02 Unpaid Leave of Absence

The Employer, with the approval of the Union, may grant leave of absence without pay for good and sufficient reasons to any Employee requesting the same. Such leave, if granted, shall not exceed six (6) months unless mutually agreeable to both parties.

20.03 Maternity and Parental Leave

- (a) On the birth or adoption of their child, an Employee who has not applied 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 20.04 from the Employer shall be reduced by any days already taken pursuant to this sub-article.
- (b) Eligibility for Maternity and Parental/Adoption Leave shall be in accordance with the Nova Scotia *Labour Standards Code*.
- (c) 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 20.03.

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 20.03.

- (d) 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.
- (e) 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.
- (f) Where an Employee did not take Maternity Leave pursuant to Article 20.03 (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).
- (g) 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.
- (h) 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.
- (i) 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 both their portion and the employer's portion for the duration of the leave.

20.04 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:
 - (1) 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,
 - (2) 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.
- (c) During the period of parental leave, if any, payments made according to the SEB Plan will be as follows:
 - (1) 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,
 - (2) 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.

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.

- (d) 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 full cost of maintaining the benefit plans, including the Employer's portion.
- (e) Where an Employee becomes eligible for a salary adjustment during the benefit period, benefits under the SEB plan will be adjusted accordingly.
- (f) The Employer will not reimburse the Employee for any amount they are required to remit to Service Canada.
- (g) Calculation of the weekly SEB payments will be based on the Employee's regular schedule at the time the leave began.

20.05 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 20.03 (a) above.

An Employee whose pregnancy ends after the completion of nineteen (19) weeks of pregnancy is entitled to paid leave under clause 20.03 (a) 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.

20.06 Graduation Leave

- (a) Employees will be granted twelve (12) hours leave with pay to attend the graduation from St. Francis Xavier University of a sibling, child, spouse, common-law partner, or dependent step-child, if it falls on a regular work day.
- (b) Employees receiving an "X" ring during regular services will be entitled to up to four (4) hours off with pay to attend the service.

20.07 Court Duty

- (a) The Employer shall grant a leave with pay to any regular full-time Employee, other than an Employee on leave of absence without pay, or under suspension, who is subpoenaed for jury selection and/or is required to serve on a jury. The Employer shall only be required to pay the Employee the difference between any compensation received for such attendances and their regular wages.
- (b) Any Employee who is required by summons or subpoena to attend court as a witness on behalf of the University on their regular scheduled day off shall be paid at the rate of time and one-half (1½) their regular hourly rate of pay for all time worked with a minimum of four (4) hours.

20.08 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 21 CLOTHING PROVISION

21.01 Employees will wear uniforms and personal protective equipment as directed by the Employer.

The following clothing shall be issued as deemed necessary by the Employer to Employees covered by this Agreement, including casual Employees that have satisfied their probationary period, and provided that there is an absence of negligence and that replaced items are to be returned to stores.

One Summer Jacket	One Winter Jacket
Four Shirts (two summer, two winter)	One Summer Cap
One Rain Suit	One Raincoat
Two Pair Pants	One Winter Cap
Shorts	Sweater
Two pair thermal pants	Gloves
Two pair long-sleeved thermal undershirts	

21.02 The Employer will pay for the cost of drycleaning the winter and summer jackets up to twice per year and the cost of dry cleaning both pairs of pants up to once a month upon presentation of proper receipts.

21.03 In July of each year, each Regular Employee will receive two hundred and twenty-five dollars (\$225.00) plus tax net pay for appropriate footwear. Footwear must have good traction and ankle support. This allowance shall be included in the first pay in July. Casual Employees who have completed one year of employment shall also receive the footwear allowance paid the first time they work each year after July 1.

21.04 Equipment

The Employer agrees to provide each Employee, while on duty:

- (a) Duty Belt—with appropriate holders and pouches
- (b) NarCan (or equivalent) Nasal Spray

ARTICLE 22 BENEFIT PLAN

22.01 (a) Pension

Eligible Employees will be enrolled in the Defined Benefit Pension Plan for Employees of St. Francis Xavier University.

- (b) A representative of the Union will be part of the applicable pension committee.

22.02 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.

22.03 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).

22.04 Benefit Plans

- (a) Eligible Employees shall participate in the Employer's health, dental, and basic life insurance plans in accordance with the eligibility requirements of the relevant plan.
- (b) The Health and Dental Plan will be fully funded by the Employer. Basic life insurance premiums will be shared equally between the Employer and the Employee.
- (c) Employees who have 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 regular Employees. The Employee will be responsible for 100% of the premium and can arrange a satisfactory reimbursement of required contributions with the Employer.

22.04 Long-Term Disability

When an Employee is approved for benefits under the Long-Term Disability program, their position shall be posted as a temporary vacancy. Should an Employee in receipt of Long Term Disability benefits cease to be disabled within twenty-four (24) 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. The temporary Employee who has filled in for the disabled Employee shall be eligible to displace any other Employee in the Bargaining Unit with less seniority in a similar or lower classification, provided the senior Employee possesses the minimum requirement and the ability to perform the job. Employees who are displaced as a result shall, in turn, exercise their seniority.

An Employee in receipt of long-term disability who ceases to be disabled after twenty-four (24) months and prior to thirty-six (36) months of benefits, shall be entitled to bumping privileges to the extent that they would take out the most junior Employee in their classification who is working the same hours as was the Employee prior to the disability. An Employee affected by such a displacement may in turn exercise bumping rights as set out in paragraph one.

Subsequent to the time frames set out in paragraphs one and two, Employees who continue to be disabled shall be entitled to layoff status with the Employer. Subject to the terms of the Collective Agreement, such Employee shall be eligible to be recalled should a vacancy in the Employee's Bargaining Unit arise for which the Employee has the requisite skills and qualifications.

The Employer reserves the right to require a medical evaluation by a qualified medical practitioner of the Employee's choice, in order to assist in determining an Employee's suitability for reinstatement.

22.05 Workers' Compensation Pay Supplement

All Employees shall be covered by the *Workers Compensation Act*

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 normal classification. These payments shall cease when final settlement is made or, in any event, after fifteen (15) weeks from the date of injury.

Continuation of Pay

In order to continue receiving their regular salary, the Employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from compensation as a deduction from gross income on the Employee's Income Tax (T-4) Form.

ARTICLE 23 TRAINING AND UPGRADING

23.01 First Aid / C.P.R. Course

The Employer will pay the cost of Intermediate First Aid training, including the course cost and the Employee's regular wages and benefits while they are taking the training.

23.02 In addition to the training covered in Art 23.01, the Employer agrees to provide all Employees with the following training:

- (a) Fire Extinguisher training
- (b) Mental Health First Aid
- (c) Basic Traffic Safety and Control
- (d) Occupational Health and Safety Training

The above list is not to be construed as the only training that the Employer can provide.

ARTICLE 24 CLASSIFICATIONS

24.01 Replacements

An Employee assigned temporarily to perform work in the bargaining unit in a classification paying a higher rate shall receive the rate that goes with the classification.

24.02 New Classifications

When a new classification within the Bargaining Unit is created, the Employer will promptly inform and discuss with the Union the wage level established for the new classification and the job duties involved. After the classification has been in effect for a trial period of ninety (90) working days, the wage rate may be brought up again for discussion between the Employer and the Union. If no agreement is reached as a result of such discussion, the rate established by the Employer will remain in effect until the next collective agreement negotiations.

ARTICLE 25 JOB SECURITY

25.01 Job Security

- (a) It is agreed that one (1) year's notice shall be given by the Employer should the security service be subcontracted to some other agency.
- (b) Permanent full-time Employees or permanent part-time Employees (see Article 2.2) who are terminated as a result of redundancy or contracting out will be entitled to termination/severance pay as follows:
 - (1) More than twelve (12) months of continuous service but less than fifteen (15) years of continuous service will be entitled to one (1) week's salary for each year of continuous service completed.
 - (2) More than fifteen (15) years of continuous service will be entitled to one (1) week's 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 payment of fifty-two (52) weeks.

ARTICLE 26 PAY

26.01 Employees will be paid in accordance with the wage rates outlined in Appendix A.

26.02 Electronic Fund Transfer

Pay 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 27 MANDATORY SERIOUS INCIDENT DEBRIEFING

27.01 Any bargaining unit member involved in a serious incident shall be given the opportunity to document and/or express traumatic experiences for present/future mental health related issues. This debriefing shall happen within 3 working days, where possible, of the incident. Any time spent for the debriefing shall be considered time worked.

If an Employee is absent from work due to the critical incident, the Employee will provide medical documentation clearing them to return to work.

ARTICLE 28 DURATION

28.01 This Agreement shall be deemed to come into force and effect on the 1st day of October, 2024 and continue until the 30th day of September, 2027 and thereafter from year to year unless one party gives notice to the other party in accordance with the *Nova Scotia Trade Union Act*.

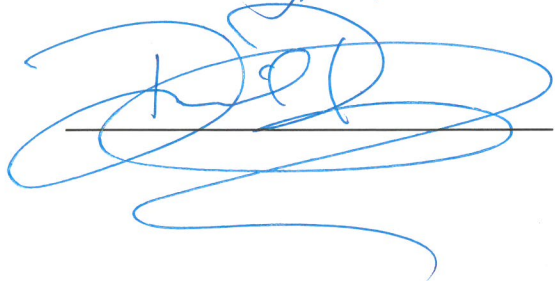
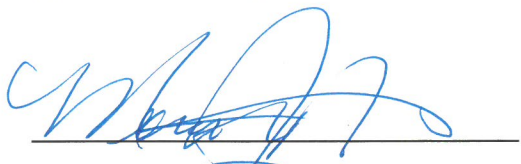
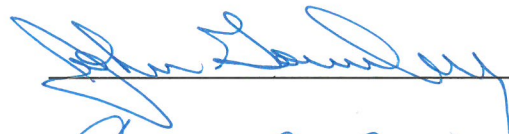
Within thirty (30) calendar days after receipt of notice to seek amendments to this Agreement, both parties shall meet for the purpose of negotiating amendments to this Collective Agreement. During the negotiating period this Agreement shall remain in full force and effect.

DATED this 14th day of April, 2025

ON BEHALF OF:

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

CUPE Local 1636,
St. Francis Xavier University
(Security Guards)



APPENDIX A WAGES

	Step 1		Step 2		25+ Years	
	Patrol	Lead Hand	Patrol	Lead Hand	Patrol	Lead Hand
October 1, 2024 3.0%	\$21.15	\$23.26	\$21.46	\$23.61	\$21.86	\$24.04
October 1, 2025 3.0%	\$21.78	\$23.96	\$22.11	\$24.32	\$22.51	\$24.76
October 1, 2026 3.0%	\$22.43	\$24.68	\$22.77	\$25.05	\$23.19	\$25.51

- 1 Employees required to work the night shift (7:00 p.m. to 7:00 a.m.) shall be paid an additional one dollar and fifteen cents (\$1.15) per hour over and above their contract rate.
- 2 Present Employees receiving higher rate due to past service adjustments will continue to receive the same differential.
- 3 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:

$$(\text{hourly rate} \times 40) / 2184$$

This increase will take effect on May 1 following their 25th anniversary.
- 4 The Lead Hand rate will be 10% higher than the Patrol rate.
- 5 After 2184 hours worked in the bargaining unit, Employees will move from Step 1 to Step 2 of the above grid.