

Collective Agreement

- Between -

ST. FRANCIS XAVIER UNIVERSITY

- and -

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

October 1, 2021 – September 30, 2024

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – DEFINITIONS.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS.....	3
ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT	3
ARTICLE 5 - NO STRIKE, NO LOCKOUT CLAUSE.....	4
ARTICLE 6 - UNION SECURITY AND CHECK-OFF	4
ARTICLE 7 - LABOUR MANAGEMENT RIGHTS.....	5
ARTICLE 8 - LABOUR MANAGEMENT COOPERATION COMMITTEE.....	5
ARTICLE 9 – UNION REPRESENTATION	6
ARTICLE 10 - DISCIPLINE, DISCHARGE AND VOLUNTARY TERMINATION	9
ARTICLE 11 - SENIORITY	10
ARTICLE 12 - JOB POSTINGS.....	11
ARTICLE 14 - HOURS OF WORK	13
ARTICLE 15 - OVERTIME.....	14
ARTICLE 16 - PAID HOLIDAYS	14
ARTICLE 17 - VACATIONS	15
ARTICLE 18 - SICK LEAVE.....	16
ARTICLE 19 - PAID BEREAVEMENT LEAVE.....	17
ARTICLE 20 - LEAVE OF ABSENCE	17
ARTICLE 21 - CLOTHING PROVISION	19
ARTICLE 22 - BENEFIT PLAN	19
ARTICLE 23 - TRAINING AND UPGRADING.....	22
ARTICLE 24 – CLASSIFICATIONS	22
ARTICLE 25 - JOB SECURITY	23
ARTICLE 26 - PAY.....	23
ARTICLE 27 - MANDATORY SERIOUS INCIDENT DEBRIEFING.....	23
ARTICLE 28 - DURATION	24
APPENDIX A - WAGES	25
APPENDIX “B”	ERROR! BOOKMARK NOT DEFINED.
MEMORANDUM OF AGREEMENT	26

THIS AGREEMENT is effective from October 1, **2021** to September 30, **2024**.

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 Ord.0er 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 whose replaces a Regular Full-Time or a Regular Part-Time Employee for a specified period of not less than three (3) months and not more than twelve (122) months in a term position.

During the period of appointment, the Term employee is a member of the Bargaining Unit and covered by the Collective Agreement.

A Term employee's appointment, 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 one (1) year with the approval of the Union. Upon completion of a Term position the employee will return to their previous position/status.

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.

Casual Employees will be paid four (4%) per cent in lieu of vacation.

- 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.

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 to this Agreement agree that there shall be no discrimination practiced with respect to any Employee by reason of race, creed, colour, age ethnic, national or aboriginal origin, political or religious affiliation, belief, or practice, sex, sexual orientation, marital or family status, source of income, physical/mental disability, an irrational fear of contracting an illness or disease, or association with another individual or class of individuals having characteristics referred above, except as authorized under the Act.

- 4.02 In accordance with the Trade Union Act, the parties to this agreement agree that there shall be no discrimination practices 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 person, sexual and 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 who are hired after November 20, 1973, 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 personally notify an employee as soon as possible that his/her wages have been garnished as a result of an order from the court.
- 6.05 The University shall post all vacancies on the St. FX Human Resources page of 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. 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 the Steward's and the aggrieved Employee's 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 his/her 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 grievor within seven (7) working 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 seven (7) working days of the Employee's presentation of the matter.

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 seven (7) working 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 Employee shall present their formal grievance, in writing, to the Director or the Department Head with a copy to the manager or supervisor and to the Director, Human Resources within seven (7) working days from the date of the informal discussion under section 9.02 (b). The Director or Department Head shall reply in writing to the Union representative and Employee, with a copy to the Director, Human Resources and to the manager or supervisor no later than ten (10) working 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, Human Resources within seven (7) working days of the time a decision under Step 1 was or should have been received. The Director, Human Resources shall meet with the Union representative and the grievor within ten (10) working days after the written response of the Director or the department head was received. The Director, Human Resources shall apply in writing within seven (7) working 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 five (5) working 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 five (5) days. If the answer is not acceptable to the Employer, the Employer may

within five (5) days from the day the President provides an answer, give five (5) 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

No matter may be submitted to arbitration under this article unless settlement thereof has been attempted through all of the steps of the grievance procedure provided in Article 9 hereof.

9.07 The arbitration submission must be made within twenty-one (21) calendar days of the date of the decisions in Step 2 in combination with Final Stage Step of the Grievance Procedure in the case of an employee grievance or within twenty (20) working 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, indicating the name and address of its nominee on a three-man Arbitration Board. Within seven (7) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall then meet to select an impartial chairperson for the said Arbitration Board.

9.09 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within seven (7) working days of their appointment, any required appointment shall be made by the Minister of Labour for the Province of Nova Scotia, upon the request of either party.

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 his/her 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 the Board.

9.11 The Arbitration Board shall determine its own procedure, 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 bear the fees and expenses of their nominees to the Arbitration Board and equally share the fees and expenses of a Single Arbitrator or Chairperson.
- 9.13 The decision of the majority shall be the decision of the Board, and where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on both parties, provided however that the Arbitration Board shall not have the power to alter, add to, modify or amend this agreement in any respect whatsoever.

A single arbitrator may be used if mutually agreed.

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 his/her inspection at any reasonable time. An employee may be accompanied by a Union representative if he/she 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 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 his/her seniority shall begin from the time starting his/her 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 New 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.

After the probationary period, new employees will be credited with thirty-six (36) hours sick leave.

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 he/she:

- (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 his/her current address;
- (d) overstays a leave of absence granted by the Employer without securing an extension of such leave;
- (e) absents him/herself from his/her 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. Bargaining unit employees shall be given first consideration for any such vacancies provided he/she has the necessary skill, ability, merit, fitness and qualifications to perform the job required and where these are equal, seniority shall be the deciding factor.

12.02 In matters of promotion, 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.

12.03 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 himself/herself unable to perform the duties of the new job classification within the trial period, he/she shall be returned to his/her former position without loss of seniority. Any other employee promoted or transferred because of the arrangement of positions shall also be returned to his/her former position without loss of seniority.

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 he/she 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 his/her 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 his/her 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 shall be 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) thirty (30) minute breaks during the day shift and the night shift. There shall be two (2) 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 (\$1.00) per hour over and above their contract rate.

14.05 Employees working the eight (8) hour shift will receive pro-rata adjustments in benefits as employees working the twelve (12) hour shifts.

14.06 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.

15.02 When an employee is called in to work after he/she has reported off duty and before his/her next following scheduled shift of duty, he/she shall be paid at the rate of time and one-half (1½) his/her regular hourly rate of pay for all time worked with a minimum of four (4) hours pay at his/her 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:

1/2 Day New Year's Eve	1/2 Day Christmas Eve
New Year's Day	Canada Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Remembrance Day	Boxing Day
Christmas Day	1st Monday in August
Heritage Day	National Day for Truth and Reconciliation

(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.
- (c) Maximum banking of lieu time of eighty-four (84) hours.

16.02 To become eligible for the above-paid holidays, an employee must have worked his/her 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 (a) The vacation period shall be considered to be from May 1st of one year to April 30th of the following year.

(b) Those who have less than two (2) years continuous service on May 1st will be granted eight (8) hours per month vacation with pay to a maximum of eighty-four (84) hours.

(c) Those who have more than two (2) years continuous service and less than five (5) years' continuous service on May 1st shall receive one hundred and twenty (120) hours vacation time with pay.

(d) Those who have more than five (5) years continuous service on May 1st but less than ten (10) years of continuous service will be granted one hundred thirty-two (132) hours vacation with pay

(e) Those who have more than ten (10) years' continuous service but less than twenty-five (25) years' continuous service on May 1st shall receive one hundred and sixty-eight (168) hours vacation with pay.

(f) Those who have more than twenty-five (25) years' continuous service on May 1st shall receive one hundred and sixty-eight (168) hours vacation time with pay plus an additional forty (40) hours pay. 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.
- (g) 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.
 - (h) 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.
 - (i) 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.
 - (j) 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.

ARTICLE 18 - SICK LEAVE

- 18.01 Regular full-time employees of the Employer on completion of three (3) months continuous service shall be entitled to receive sick leave allowance subject to the following provisions:
- 18.02 All cases of sickness must be reported to the Director of Risk Management or his/her 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 Employees shall be entitled to eighteen (18) hours sick leave per month with an accumulation to twelve hundred (1200) hours.
- 18.04 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.
- 18.05 Sick leave allowance will not be paid for sickness which occurs within the vacation period of an employee, except for cases of documented hospitalization.
- 18.06 The Employer may require a doctor's certificate as proof of sickness.
- 18.07 In doubtful cases, the Employer may require the employee to obtain a second opinion from a second doctor to be mutually agreed upon.
- 18.08 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.

- 18.09 Abuse of these benefits by an employee shall be considered as chronic absenteeism.
- 18.10 Regular full-time, Regular part-time and term Employees will be granted five (5) working days (sixty (60) hours) as personal days. An employee is to be advised, on the first day of every month, of the amount of personal time still accrued to his/her credit. Reasonable notice will be given to immediate supervisor when requesting the use of personal day(s). Personal days are used for occasions like Doctors, Dentist, Specialist appointments that can't be scheduled during non-working hours or for family emergencies. Requests will not be unreasonably denied.

ARTICLE 19 - PAID BEREAVEMENT LEAVE

- 19.01 (a) Compassionate leave shall be granted for seven (7) continuous calendar days to an employee who has suffered the death of an immediate relative. However, if in the period involved in funeral arrangement, attending the funeral and the like, there occurs regular non-working days, such as days off, weekends, holidays, an employee will be paid for regular working days only. For the purpose of this article, members of the immediate family are: mother, father, spouse, common-law spouse, child, brother, sister, step-parent, step-children, step-brother, step-sister, mother-in-law, father-in-law, grandparent, grandchild.
- (b) Compassionate leave shall be granted for three (3) continuous calendar days to an employee who has suffered the death of a brother-in-law, sister-in-law. However, if in the period involved in funeral arrangement, attending the funeral and the like, there occurs regular non-working days, such as days off, weekends, holidays, an employee will be paid for regular working days only.
- (c) An employee will be granted a scheduled shift with pay to attend the funeral of an aunt, uncle, first cousin, nephew, niece and anyone domiciled with the employee if the funeral falls on a regular scheduled work day.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 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.
- 20.02 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 Pregnancy Leave and Parental Leave

- (a) Pregnancy leave of seventeen (17) weeks without pay shall be granted and upon receipt of a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying the date of delivery.

This leave of absence 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 her job is affected by the pregnancy. An employee who returns to work upon the expiration of such a leave of absence shall return to her former or equivalent position with no loss of seniority. Medical benefits are to continue during leave and pension contributions can be made up after returning to work, at the employee's option.

- (b) Parental leave eligibility is in accordance with the Nova Scotia Labour Standards Code. There are two (2) options available for receiving EI parental Benefits:

i Standard Parental Benefits can be paid for a maximum of thirty-five (35) weeks and must be claimed within a fifty-two (52) week period (12 months) after the week the child was born or placed for the purpose of adoption. The two (2) parents can share these thirty-five (35) weeks of standard parental benefits.

ii Extended Parental Benefits can be paid for a maximum sixty-one (61) weeks and must be claimed within a seventy-seven (77) week period (18 months) after the week the child was born or placed for the purpose of adoption. The two (2) parents can share these thirty-five weeks of extended parental benefits.

- (c) On the birth of a child, the employee will be granted one (1) shift off with pay during the confinement of the Mother.

20.04 (a) Employees will be granted twelve (12) hours leave with pay to attend the graduation from St. Francis Xavier University of a brother, sister, son, daughter, wife, husband, common-law wife, common-law husband and dependent step-children, 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.

20.05 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 his/her regular wages.

- (b) Any employee who is required by summons or subpoena to attend court as a witness on behalf of the University on his/her regular scheduled day off shall be paid at the rate of time and one-half (1½) his/her regular hourly rate of pay for all time worked with a minimum of four (4) hours.

ARTICLE 21 - CLOTHING PROVISION

21.01 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, therefore.

21.03 Effective July of each year, each regular employee will receive two hundred dollars (\$200.00) net pay for appropriate footwear allowance. This allowance shall be included in the first pay in July.

21.04 - Personal Protective Equipment

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

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

ARTICLE 22 - BENEFIT PLAN

22.01 (a) Pension
The Employer and the Union agree to cooperate in initiating a contributory pension plan to take effect on July 1, 1977.

- (b) The Employer agrees to purchase past service for employees employed prior to July 1, 1977. For service prior to July 1, 1977, an employee who has retired

under the provision of subsection 5.1 or 5.2 of the Pension Plan shall be entitled to an annual pension from his/her actual retirement equal to 0.75% of his/her earnings in 1977, multiplied by the number of years of continuous service of such employee with the Employer prior to July 1, 1977, excluding the first two (2) years.

- (c) A representative of the Union will be part of the committee and attend all meetings concerning the C.U.P.E. Local 1636 Pension Plan.
- (d) Effective November 1, 2006, the University in consultation with the Union agrees to updating the base year to 2000 or 2001 or 2002 to be expensed against any surplus generated in the Plan during the three-year period, January 1, 2003 to December 31, 2005 and confirmed by a tri-annual actuarial valuation to be prepared as at December 31, 2005.

22.02 Tuition Credit

(a) Children/Partner/Spouse

A Regular or Term Employee's dependent children and/or Partner/Spouse are eligible to receive a tuition credit equivalent to one-half (1/2) full tuition during the period September 1 to August 31. This tuition credit only applies to those children and/or Partner/Spouse who are in good academic standing for their first undergraduate degree, not including a Bachelor of Education.

(b) Employee

(i) A Regular or Term Employee is eligible to receive full tuition credit for any credit course whether it is job related or not to a maximum of 12 credits during the period September 1 to August 31.

(ii) If the course(s) applied for will interfere with the Employee's regular scheduled work week, Manager or Supervisor's approval is also required in writing with a copy to Human Resources. Human Resources will advise the Employee of approval.

22.03 Health and Dental Plan

- (a) The Health and Dental Plan will be fully funded by the Employer.
- (b) 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, his/her position shall be posted to the Bargaining Unit 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 he or she is 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 The University agrees to establish a Life Insurance Program for regular full-time and part-time employees that will provide a life benefit amount of \$25,000 for each employee. The University will pay 100% of the required premium.

22.06 The Union and the University agree that CUPE members of local 1636 will have representation on the university pension committee to explore the possible transfer of employees to the Public Services Superannuation Pension Plan (PSSP).

22.07 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 his/her 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 his/her regular salary, the employee shall assign his/her 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

Employees shall be reimbursed for course fees and registration in order to complete the First Aid/C.P.R. Training Course. Employees will be paid loss of wages/benefits if this training is scheduled during their scheduled shift.

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

- 1) Fire Extinguisher training
- 2) Mental Health First Aid
- 3) Basic Traffic Safety and Control
- 4) Standard Levels of First Aid (for those employees who want it)
- 5) Occupational Health and Safety Training (general training from security perspective) (in addition to the online courses)

The above list is not to be construed as the only training that the Employer can provide. It is Mutually agreed that any training opportunities that either the Employer or the employees become aware of shall be added to the agenda of the Labour Management committee meeting. If no meeting is to be held before the offered training, the President of the Local and the Director shall discuss and decide if the training is of value.

ARTICLE 24 – CLASSIFICATIONS

24.01 Replacements

Effective July 1, 1987, an employee assigned temporarily to perform work 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 labour 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:
 - 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's salary for each year of continuous service completed.
 - ii) 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 Electronic Fund Transfer

Pay Day - The Employer agrees that pays will be issued electronically by Electronic Fund Transfer (EFT) to the employee's financial institution of choice and will be available to the employee after 00:00:01 a.m. every second Thursday. The Employer shall supply an adequate statement containing amounts received as well as deductions, after the allowance of two (2) weeks' back time.

ARTICLE 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,

APPENDIX A - WAGES

Classification	Current Rate Per Hour	Oct.1, 2021 1.75%	Oct.1, 2022 1.5%	Oct.1, 2023 1.5%
Patrol	18.57	19.43	19.98	20.53
Lead Hand	19.74	20.14	20.69	21.26

- 1 Security employees required to work the night shift (7:00 p.m. to 7:00 a.m.) shall be paid an additional one dollar (\$1.00) 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.

MEMORANDUM OF AGREEMENT

The attached Memorandum of Agreement, hereinafter referred to as **APPENDIX “C”**, is considered an integral part of the Collective Bargaining Agreement.

Memorandum of Agreement

Between

St Francis Xavier University

and

CUPE Local 1636

The Parties acknowledge that the University will be doing a Risk assessment of the campus and that shall include the Security Department and the role of Security Guard.

The Parties agree that the Union shall be involved and consulted, for input, during the assessment process.

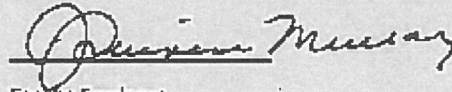
The Parties further agree that the assessment will evaluate the staffing levels of security guards and the protective equipment that they now use and what additional equipment may be provided for the staff's safety. ie. Stab proof vests.

The risk assessment shall be completed as soon as possible, but no later than within eighteen (18) months of the date of signing of this memorandum of agreement.

Signed this 17th day of March, 2019.



For the Union



For the Employer

