

Agreement Between

SAINT MARY'S UNIVERSITY

and

CUPE, LOCAL 4491

July 1, 2022
to
June 30, 2025



**Saint Mary's
University**

TABLE OF CONTENTS

TABLE OF CONTENTS.....	I
ARTICLE 1 DEFINITIONS.....	1
1.1.....	1
1.2.....	1
ARTICLE 2 RECOGNITION.....	1
2.1.....	1
2.2.....	2
2.3.....	2
2.4.....	2
ARTICLE 3 MANAGEMENT RIGHTS.....	2
3.1.....	2
3.2.....	2
3.3.....	3
ARTICLE 4 CORRESPONDENCE AND COPIES OF AGREEMENT	3
4.1.....	3
4.2.....	3
ARTICLE 5 UNION MEMBERSHIP AND CHECK-OFF.....	3
5.1.....	3
5.2.....	3
5.3.....	4
5.4.....	4
ARTICLE 6 AUTHORIZED REPRESENTATIVES & SHOP STEWARDS	4
6.1.....	4
6.2.....	4
6.3.....	4
6.4.....	4
6.5.....	4
ARTICLE 7 SENIORITY.....	5
7.1.....	5
7.2.....	5
7.3.....	5
7.4.....	5
7.5.....	6
7.6.....	6
ARTICLE 8 JOB POSTING	6
8.1.....	6
8.2.....	6
8.3.....	6
ARTICLE 9 HOURS OF WORK	6
9.1.....	6
9.2.....	7
9.3.....	7
9.4.....	7
9.5.....	7

9.6.....	7
9.7.....	7
9.8.....	7
9.9.....	7
ARTICLE 10 OVERTIME.....	8
10.1.....	8
10.2.....	8
10.3.....	8
10.4.....	8
10.5.....	8
10.6.....	8
ARTICLE 11 PROBATION.....	9
11.1.....	9
11.2.....	9
11.3.....	9
11.4.....	9
11.5.....	9
11.6.....	9
11.7 TRANSFER AND PROMOTION.....	9
11.8.....	10
11.9.....	10
ARTICLE 12 LABOUR/MANAGEMENT COMMITTEE.....	10
12.1.....	10
12.2.....	10
12.3.....	10
12.4.....	10
12.5.....	11
ARTICLE 13 LAY-OFF.....	11
13.1.....	11
13.2.....	11
13.3.....	11
13.4.....	11
ARTICLE 14 NO STRIKES/LOCKOUTS.....	11
14.1.....	11
ARTICLE 15 DISCHARGE AND DISCIPLINE.....	12
15.1.....	12
15.2.....	12
15.3 EMPLOYEE FILE.....	12
ARTICLE 16 GRIEVANCE.....	12
16.1.....	12
16.2.....	12
16.3 GRIEVANCE PROCEDURE.....	13
16.4 UNION POLICY GRIEVANCE.....	13
16.5 EMPLOYER GRIEVANCE.....	13
16.6.....	14
ARTICLE 17 ARBITRATION.....	14
17.1.....	14
17.2.....	14

17.3.....	14
17.4.....	15
17.5.....	15
17.6.....	15
ARTICLE 18 SICK LEAVE.....	15
18.1.....	15
18.2.....	15
18.3.....	15
18.4.....	15
18.5.....	16
18.6.....	16
18.7.....	16
18.8.....	16
18.9.....	16
18.10.....	16
18.11.....	17
ARTICLE 19 VACATION	17
19.1.....	17
19.2.....	18
19.3.....	18
19.4.....	18
19.5.....	19
19.6.....	19
19.7.....	19
19.8.....	19
19.9.....	19
19.10.....	19
ARTICLE 20 PAID HOLIDAYS	20
20.1.....	20
20.2.....	20
20.3.....	20
20.4.....	20
20.5.....	21
20.6.....	21
ARTICLE 21 PREGNANCY LEAVE.....	21
21.1 PREGNANCY LEAVE.....	21
21.2 PREGNANT EMPLOYEE RIGHTS.....	21
21.3 PREGNANCY LEAVE WITH SUPPLEMENTAL BENEFITS	21
21.4 NOTICE REQUIRED TO TAKE PREGNANCY LEAVE	22
21.5 END OF PREGNANCY LEAVE	23
21.6 POST-NATAL LEAVE.....	23
21.7 PARENTAL LEAVE	23
21.8 PARENTAL LEAVE WITH SUPPLEMENTAL BENEFITS	24
21.9 NOTICE REQUIRED TO TAKE PARENTAL LEAVE	24
21.10 GENERAL CONSIDERATIONS.....	25
ARTICLE 22 BEREAVEMENT LEAVE	26
22.1.....	26
22.2.....	26
22.3.....	26
22.4.....	26
22.5.....	26

ARTICLE 23	LEAVE OF ABSENCE	26
23.1	EDUCATIONAL LEAVE.....	26
23.2	.....	26
23.3	.....	26
23.4	SPECIAL LEAVE.....	27
23.5	CITIZENSHIP LEAVE.....	27
23.6	SEARCH AND RESCUE AND VOLUNTEER FIRE FIGHTER LEAVE	27
ARTICLE 24	JURY DUTY	28
24.1	.....	28
24.2	.....	28
24.3	.....	28
ARTICLE 25	BENEFITS PLANS	28
25.1	.....	28
25.2	.....	28
25.3	.....	28
ARTICLE 26	INJURED ON DUTY	29
26.1	.....	29
ARTICLE 27	CLOTHING AND FOOTWEAR.....	29
27.1	.....	29
27.2	.....	29
ARTICLE 28	TUITION WAIVER AND TRAINING	30
28.1	.....	30
28.2	.....	30
28.3	.....	30
28.4	.....	30
28.5	.....	30
28.6	.....	30
ARTICLE 29	TECHNOLOGICAL CHANGE.....	30
29.1	.....	30
29.2	.....	31
ARTICLE 30	NOTICE OF RESIGNATION OR RETIREMENT.....	31
30.1	.....	31
ARTICLE 31	CONTRACTING OUT	31
31.1	.....	31
31.2	.....	31
31.3	.....	31
31.4	.....	32
ARTICLE 32	WAGES & CLASSIFICATIONS.....	32
32.1	.....	32
32.2	.....	33
ARTICLE 33	NO DISCRIMINATION	33
33.1	.....	33
ARTICLE 34	GENERAL	33
34.1	.....	33

ARTICLE 35 TERMS OF AGREEMENT 33
35.1 33
35.2 33
35.3 33
MEMORANDUM OF UNDERSTANDING - 3:00 P.M. FRIDAY - HOURS ISSUE..... 35
MEMORANDUM OF UNDERSTANDING - RETROACTIVIY 36
SCHEDULE A - WAGES AND CLASSIFICATIONS..... 37
INDEX 1

ARTICLE 1 DEFINITIONS

1.1

The following definitions refer to terms included in this agreement:

Senior Director	means the Senior Director of Facilities Management, Saint Mary's University.
Employee	means any person employed by the University in a position within the bargaining unit.
Temporary Employee	means an employee, not a member of the bargaining unit, hired on a full-time or part-time basis for a temporary period of time, not to exceed twelve (12) months. In the case of Long Term Disability the temporary period of employment may be up to twenty-seven (27) months. Extensions to an Employee's temporary employment may be implemented through mutual agreement between the University and the Union. Temporary Employees shall be paid in accordance with Schedule "A" and pay union dues in accordance with Article 5.
Employer	designates the Board of Governors of Saint Mary's University, as defined in the <i>Saint Mary's University Act</i> , 1970, as amended.
University	means Saint Mary's University.
Union	means local 4491 Canadian Union of Public Employees.

1.2

Throughout this agreement the use of the feminine pronoun shall be considered to include the masculine and the plural includes the singular, and vice versa as the context may require.

ARTICLE 2 RECOGNITION

2.1

This agreement, made and entered into on this 9th day of July, 2019 between Saint Mary's University, a body corporate of Halifax, in the province of Nova Scotia, hereinafter called the "University" and Canadian Union of Public Employees, local 4491 of Halifax, in the province of Nova Scotia, hereinafter called the "Union".

2.2

Whereas, the Labour Relations Board (Nova Scotia), under order no. 4959, certified the Union as the bargaining agent for tradespersons, tradespersons' helpers, refrigeration technicians, control technicians, HVAC technicians, arena operators, and truck drivers save and except those excluded by paragraphs (a) and (b) of Subsection 2 of Section 2 of the *Trade Union Act*.

2.3

The purpose of this agreement is to establish satisfactory relations between the University and the Employees, to provide for prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this agreement.

2.4

Any working conditions or terms and conditions of employment now in effect and not continued through this Agreement shall not be incorporated into this Agreement and shall not form the basis of any entitlement to an employee, notwithstanding any previous custom or practice, written or oral, which was in existence prior to the effective date of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.1

The Employer retains and shall possess and exercise all rights and functions that the Employer possessed prior to the signing of this collective agreement, excepting only those that are expressly relinquished or restricted in this agreement.

3.2

Without limiting the generality of the above, these rights and functions include (but are not limited to) the Employer's authority to:

- (a) hire, terminate, classify, transfer, direct, reprimand, suspend or discharge or otherwise discipline employees;
- (b) determine the work requirements, the responsibilities and the standards of the work to be performed and to evaluate employees;
- (c) specify assignments for employees;
- (d) expand, reduce, alter, combine, transfer or terminate any function or service, which may be performed by employees;
- (e) determine the size and composition of the workforce according to the needs

of the University;

- (f) make or amend policies, procedures and practices;
- (g) maintain order and efficiency and generally manage the University, direct the workforce, and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

3.3

The University shall exercise its rights in a manner that is consistent with the terms of this Agreement.

ARTICLE 4 CORRESPONDENCE AND COPIES OF AGREEMENT

4.1

Copies of all correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Senior Director or designate and the Recording Secretary of the Union.

4.2

The Employer shall provide a copy of this agreement to the Union following the signing of this agreement. The Employer will make available a copy of the collective agreement on the University website. The Employer shall provide every new Employee with a link to a copy of this Collective Agreement on the University website at the time of hiring.

ARTICLE 5 UNION MEMBERSHIP AND CHECK-OFF

5.1

No Employee is required to join the Union as a condition of employment. However, each employee, whether a member of the Union or not, shall pay to the Union the equivalent of union dues.

5.2

The University will deduct from the pay of each employee covered by this agreement, whether or not they are a member of the Union, all union dues and fees. Such deductions shall be remitted to the Union (to the national Secretary Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7) accompanied by the list of the employees for whom deductions were made.

5.3

The University shall, within ten (10) working days following the date of employment of a new employee, notify the Union that a new person has been employed within the bargaining unit.

5.4

The University agrees to allow reasonable time off, without loss of pay, for the Union Local Representative designated by the Union to meet with new members of the bargaining unit. Meeting time shall be authorized in advance by the Supervisor. Such time off will not unreasonably interfere with the normal operation of the University.

ARTICLE 6 AUTHORIZED REPRESENTATIVES & SHOP STEWARDS

6.1

The Authorized Representative of the Union shall have access to the University premises to discuss Union business with the University and/or employees covered by this Agreement, but in no case shall the visit interfere with the progress of the work. The representative will advise University officials of the visit prior to the occurrence.

6.2

The University and the Union recognize the importance of the Steward's role in assisting the University's representative and the Union members in carrying out the provisions of this Agreement. It is, therefore, agreed that the Union may appoint a Steward from qualified members of the Bargaining Unit who have completed their probationary period.

6.3

It is understood that a Steward's duties shall in no way conflict with their duties to the University, however, they will be allowed reasonable time off during working hours without loss of pay to assist employees in processing grievances as defined in Article 16 of this Agreement.

6.4

Stewards or Union officers will not absent themselves from their regular duties to deal with grievances without first notifying the Supervisor. When resuming their duties they shall report to the Supervisor.

6.5

The Union shall provide the Employer, in writing, with the names and position titles of

its officers, and the name of the Business Representative.

ARTICLE 7 SENIORITY

7.1

- (a) On signing this agreement, an Employee's seniority shall be calculated as of date of hire with the University.
- (b) Seniority shall commence with employment within the bargaining unit and shall apply after completion of the probationary period referred to in Article 11 of this agreement.

7.2

Lay-offs and recall shall be carried out at the sole discretion of the University. In making its decision to lay off or recall an employee, the University will consider the following factors:

- (a) the classification for which the lay-off must occur;
- (b) the trade for which the lay-off must occur;
- (c) seniority;
- (d) qualifications and ability to perform the work required.

7.3

An employee shall lose seniority and employment status if:

- (a) the employee voluntarily resigns the employ of the employer;
- (b) the employee is discharged for cause and is not reinstated;
- (c) the employee is absent due to illness, injury or disability for a period in excess of twenty-seven (27) months;
- (d) the employee fails to return to work within one (1) week following recall or indicates that they will not return to work after receiving notice of recall;
- (e) or the employee is laid off for twelve (12) months;
- (f) absence from work without leave of absence being granted by, or an explanation given satisfactory to the Employer, for an absence of two (2) consecutive days.

7.4

The University will prepare a seniority list in January of each year and a copy will be

sent to the Union. Any discrepancies shall be reported to Human Resources within 15 days from the date of issue.

7.5

When an Employee is laid off, the Employee's name and address shall be placed on a recall list for twelve (12) months. Such list shall be maintained by the University and while on lay-off an Employee shall provide the University with a current address. Recall shall be deemed to have been served if notice has been sent by Registered Mail to the last address on record. The Union Local will be provided with an up-to-date recall list with changes as they occur.

7.6

The Employer agrees to notify the recording secretary of the union on a bi-weekly basis of new hires, layoffs, transfers, recalls and terminations.

ARTICLE 8 JOB POSTING

8.1

When the University decides a vacancy or a new position is to be filled within the bargaining unit, the Union will be notified, in writing, and the position will be posted for five (5) working days on the employees' bulletin board.

8.2

It is understood and agreed that Employees who have successfully completed their probationary period have a right to apply for transfer or promotion to vacant positions as posted and shall be considered consistent with Article 8.3.

8.3

In the transfer or promotion to a higher position within the bargaining unit, the University shall consider qualifications, skills and the ability to perform the work required. When these factors are relatively equal, the seniority of the employees concerned shall be the determining factor.

ARTICLE 9 HOURS OF WORK

9.1

The workweek shall normally be five (5) days per week from Monday to Friday inclusive with two (2) consecutive days off and shall consist of forty (40) hours per week.

9.2

The normal hours of work per day shall total eight (8) which will include a one-half (1/2) hour paid lunch and a rest period of fifteen (15) minutes in the first and second half of their shift as scheduled by the Senior Director or designate.

9.3

Article 9.1 shall not apply to Arena Operators who maintain a shift schedule and/or scheduled hours, averaging forty (40) hours per week, outside the regular workweek.

9.4

Shift schedules may be changed from time to time in consultation with the Union. Notice of change to scheduled hours and scheduled days shall be given two (2) days prior to the day in question. If such notice of change is not given, the employee shall receive one and one half (1.5x) times their regular hourly rate of pay for the first shift day.

9.5

The provisions of article 9.4 shall not apply in the case of call back, unexpected events, or to an employee who replaces another employee who is absent due to unexpected sick leave.

9.6

To cover for vacations or other planned absences staff assignments to shift schedules may be changed with at least seven (7) calendar day's notice. If such notice of change is not given within seven (7) calendar days, the employee shall receive payment pursuant to Article 10.2

9.7

The change of daylight saving time to standard time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.

9.8

Employees working a normal shift between the hours of 3:00PM and 11:00PM or 4:30pm and 12:30am shall be compensated at an additional rate of thirty-seven cents (\$0.37) per hour for each full hour worked.

9.9

Nothing in this Article shall be construed to mean a guarantee of hours of work per day or per week.

ARTICLE 10 OVERTIME

10.1

Employees required to work in excess of their normal hours of work per day due to operational requirements will be compensated for all such hours worked at the rate of one and one-half times (1.5 x) their regular rate of pay.

10.2

Employees required to work on their regular day off due to operational requirements shall be paid at the rate of two (2x) times their regular hourly rate of pay for all time worked for a minimum of four (4) hours.

10.3

Employees may opt to receive overtime compensation in the form of time off in lieu. Employees will receive time off equal to that of the overtime payment. Employees may bank these hours up to a maximum of forty (40) hours. The Employee shall have the right to use such bank time subject to operational requirements.

10.4

An employee required to work overtime beyond their normal hours of work per day in excess of three (3) hours shall be provided a second meal period of not more than thirty (30) minutes which shall be considered as time worked and, where a meal is not provided, shall receive a meal allowance of \$8.00.

10.5

When an employee is called back to work, after a completed shift and prior to the start time of their next scheduled shift, they shall be paid one and one-half (1.5x) times their regular rate of pay for all time worked with a minimum of four (4) hours.

10.6

- (a) When an employee is called at home, outside of scheduled working hours by their Supervisor or designate authorized to assign work, and is required to perform a service from home as a result, they will be compensated at a rate of one and one-half (1.5x) times their regular rate of pay for a minimum of thirty (30) minutes.
- (b) Subsequent phone calls within the thirty (30) minute period from the receipt of the initial call will not trigger an additional thirty (30) minute payment.
- (c) Should the employee be unable to resolve the issue through a service call at home, and is further required to report to work, the compensated minimum thirty (30)

minutes for the call at home shall be included in the calculation of the minimum call back as described in Article 10.5.

ARTICLE 11 PROBATION

11.1

All employees appointed to a position within the bargaining unit shall be probationary for a period of nine (9) months from the date of appointment.

11.2

Upon successful completion of the probationary period an employee shall receive credit for seniority purposes from the original date of hire.

11.3

The parties agree that the purpose of the probationary period is to provide the employer with the opportunity to assess the new employee's suitability for ongoing employment and that if, at any time during the probationary period, the employer determines that, for any reason, the employee is not suitable for ongoing employment with the employer, the employer may, at its discretion terminate the employee.

11.4

Notwithstanding Article 15, the Employer, at its discretion, shall have the right to dismiss an employee during the probationary period of the employee and the action taken by the Employer shall be deemed to be just cause for discharge. The probationary employee shall have no right to grieve and no arbitration board or single arbitrator shall have the jurisdiction to hear a grievance with regard to the dismissal.

11.5

A probationary employee shall have no seniority rights during the employee's probationary period.

11.6

A probationary employee shall be entitled to all the benefits and rights contained in this agreement in accordance with the terms and conditions relating to such benefits and rights unless otherwise provided in this agreement.

11.7

A probationary employee shall be obligated to pay membership dues to the Union during any probationary period.

Transfer & Promotion

11.8

A successful application for promotion or transfer through job postings shall undergo an assessment period of three (3) months and shall receive the salary of the promoted position.

11.9

Should a promoted or transferred employee not successfully complete the assessment period, or through mutual agreement, initiated by either the Employee or Supervisor, prior to the end of the assessment period, the employee shall return to their former position without loss of seniority and at their former salary.

ARTICLE 12 LABOUR/MANAGEMENT COMMITTEE

12.1

The parties acknowledge the mutual benefits to be derived from joint consultation and agree to the establishment of a Labour Management Committee for the purpose of facilitating communication on matters of labour relations, promoting a fuller understanding and confidence between management and labour, and maintaining harmonious mutual relations between them.

12.2

The University and the Union agree to meet on the initiative of either Party by providing a proposed agenda to the Union or the Senior Director of Facilities Management. Upon receipt of the agenda, such meeting shall normally take place within ten (10) days.

12.3

The Labour-Management Committee shall consist of not more than three (3) representatives from each of the University and the Union Local. A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee. The University shall ensure minutes are taken and distributed to the Committee members.

12.4

The Committee shall attempt to foster good communication and effective working relationships between the parties and the spirit of co-operation and goodwill within the University. The Committee will be a forum for either party to raise and discuss operational concerns, which bear upon employees. The Committee shall not substitute for, nor interfere with, regular procedures (including grievance and arbitration) and decision-making mechanisms. The Committee shall not have the power to add to, modify or amend this Agreement.

12.5

Union representatives appointed to sit on the Labour-Management Committee shall be granted time off without loss of pay to attend meetings of the Committee which will be held during normal working hours.

ARTICLE 13 LAY-OFF

13.1

Where an Employee is to be laid off, the University will advise and consult with the Union as soon as possible after the change appears probable with a view of minimizing the adverse effects of the decision to lay off an employee. All consultation(s) shall remain confidential.

13.2

Lay-offs and recall shall be carried out in accordance with Article 7.2.

13.3

In the event of lay-offs, Employees shall be laid off in the reverse order of their seniority within their job classification.

13.4

In the event of lay-off, the laid off employee shall be given six (6) weeks in advance notice, or pay in lieu of notice, an amount equal to six (6) weeks pay, based on regular earnings and hours of work, excluding over-time and other premium pay. The notice or pay in lieu of notice will be increased by two (2) additional working days for every year in excess of two (2) years of employment in the bargaining unit as reflected on the Seniority List as provided for in Article 7.4.

ARTICLE 14 NO STRIKES/LOCKOUTS

14.1

It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the *Nova Scotia Trade Union Act*, unless all the requirements, conditions and limitations specified in the *Act* are adhered to.

ARTICLE 15 DISCHARGE AND DISCIPLINE

15.1

An employee may be disciplined or discharged for just cause.

15.2

Within fifteen (15) working days of the Employer's decision to take disciplinary action against an Employee, the Employee shall be notified in writing of the cause and of the action taken, or to be taken, with a copy to the Union.

Employee File

15.3

- (a) An employee will, with a minimum of forty-eight (48) hours' notice, have the right during normal business hours, to have access to her/his official file. Such access will be in the presence of the Senior Director, Human Resources, or her/his designate.
- (b) Upon written request, an employee will be provided with a copy of any document in her/his file.
- (c) Copies of any discipline and/or performance related documents placed in an employees' official file will be supplied concurrently to the employee.
- (d) There shall be only one (1) recognized employee official file and that file will be maintained in confidence by Human Resources.

ARTICLE 16 GRIEVANCE

For clarification in this Article, day means Monday to Friday, January 1 to December 31 inclusive, excluding statutory holidays.

16.1

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this collective agreement.

16.2

- (a) Both parties agree that it is in their interest to attempt to resolve disagreements by informal discussion. To this end, an employee who feels he may have a grievance will initially and verbally discuss his concerns with their Supervisor. Informal resolutions are subject to ratification by the Senior Director.

- (b) The informal discussion stage must be completed within ten (10) days of the grievable event or within ten (10) days of the date that this event could reasonably have been known by the grievor to have occurred.
- (c) Failing satisfactory resolution of the potential grievance at the informal stage, the grievance procedure may be invoked.
- (d) A formal grievance must be initiated within ten (10) days of the date of the grievable event or within ten (10) days of the date that this event could reasonably have been known by the grievor to have occurred.

16.3 Grievance Procedure

- Step 1: When any employee alleges that there has been a misinterpretation or a violation of any term of this agreement, they and/or the shop steward shall notify the Senior Director of Facilities Management in writing, specifying the Articles of the Collective Agreement which are alleged to have been violated, within ten (10) working days of the date of the grievable event. The Senior Director of Facilities Management shall give a decision in writing within ten (10) working days of the time when the grievance was first received by the Senior Director;
- Step 2: If Step 1 does not resolve the grievance, the grievor shall refer the matter to the Vice President Finance and Administration, or designate, within ten (10) days of the date of receipt of the decision or of the date that such decision should have been given. The submission to the Vice President Finance and Administration, or designate, shall be in writing and shall include a copy of the grievance and a copy of the first stage decision. Within ten (10) days of receipt of the submission, the Vice President Finance and Administration, or designate, shall call a meeting with the appropriate parties to discuss the grievance. The Vice President Finance and Administration, or designate, shall within ten (10) days after such meeting give a decision in writing to the parties concerned.
- Step 3: Failing satisfactory settlement being reached at Step 2; the Union may refer the dispute to arbitration pursuant to Article 17.

16.4 Union Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure outlined in 16.3 may be by-passed.

16.5 Employer Grievance

- Step 1: Where the Employer has a grievance the matter will be submitted in writing to the Union. Within ten (10) days of receipt of the submission, the Union shall call a meeting with the appropriate parties to discuss the grievance. The Union shall, within ten (10) days after such meeting, give a decision in writing

to the Employer.

Step 2: Failing a satisfactory settlement being reached at Step 1; the Employer may refer the dispute to arbitration pursuant to Article 17.

16.6

All time limits set forward in this Article and Article 17 are mandatory. They may, however, be extended by mutual consent of the parties in writing. If the grievor fails to process a grievance within the mandatory time limits provided for in the grievance procedure, he will be deemed to have abandoned his grievance.

ARTICLE 17 ARBITRATION

[For clarification in this Article, day means Monday to Friday, January 1 to December 31 inclusive, excluding statutory holidays.]

17.1

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 outlined in Article 16.

Failing resolution of the grievance under the provisions of the grievance procedure outlined in Article 16, the Union or Employer may, within five (5) days of the conclusion of the last step of the grievance, give notice of intent to submit the grievance to arbitration.

17.2

Within five (5) days of receipt of the written notice of intent to submit the grievance to arbitration, a single arbitrator may be appointed by mutual agreement between the parties.

17.3

- (a) If a single arbitrator is not appointed under Article 17.2, within five (5) days thereafter, the party referring the matter to arbitration shall notify the other party in writing indicating the name, address and telephone number of its nominee to an arbitration board. Within five (5) days thereafter, the other party shall respond in writing indicating the name, address and telephone number of its nominee to the board. The two (2) nominees shall then select a chairperson within five (5) days.
- (b) If either party fails to name a nominee or if the two nominees fail to agree on a chairperson within the specified time limits under 17.3 (a), any required appointment shall be made by the Minister of Labour for the Province of Nova Scotia upon the request of either party.

17.4

The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration shall be final, binding and enforceable on all parties.

17.5

The board of arbitration (or the single arbitrator) shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.

17.6

Each of the parties to the grievance shall bear the cost of their respective nominee and shall pay one-half (½) of any fees and expenses of the chairperson not covered by the Minister of Labour.

ARTICLE 18 SICK LEAVE

18.1

Sick leave is available to provide protection for an employee from loss of earnings due to illness or injury. Sick leave with pay is granted against accumulated credits during periods that an employee is absent from duty due to illness or injury. Employees are provided access to their sick leave entitlement through the Employee Self Service system.

18.2

In any cases of absence of an employee due to sickness or injury, the matter must be reported to their Supervisor not less than one (1) hour prior to the time such employee's shift commences.

18.3

The University reserves the right to require the production of a medical certificate or other report as satisfactory evidence of an employee's ability or inability to perform their duties. Failure to provide such evidence may result in absence without pay for all or part of the absence.

18.4

Sick leave credits are accumulated at the rate of ten (10) hours each calendar month that an employee has fifteen (15) full days with pay. In any calendar month that an employee does not have fifteen (15) full days with pay, she/he will not accumulate sick

leave credits.

18.5

Where there is a history of repeated or prolonged absences or the University suspects an abuse of sick leave, an employee may be required to have a medical examination by the employee's family physician. This examination will be in reference to the specific situation and will be at no cost to the employee.

18.6

Employees may use sick leave for the purpose of attending their appointments with medical doctors or dentists. The University reserves the right to request proof of such attendance.

18.7

Employees absent from duty because of illness or injury shall submit to their supervisor, immediately upon their return, an application for sick leave on the appropriate form, as provided.

18.8

Any accumulated sick leave remaining to an employee's credit upon separation is not payable by the University.

18.9

- (a) Where no one, other than Employee, can provide for the needs during illness of an immediate family member, the Employee shall be entitled, after notifying the Employer in advance, to use a maximum of two (2) sick leave days during any one (1) year (for the purposes of this Article a year is defined as July 1 to June 30), so long as the Employee has the necessary sick leave credits. Employees may be required to provide verification of the illness upon request.
- (b) Immediate family is defined as father, mother, (or legal guardian), brother sister, spouse, common-law partner, registered domestic partner, child of the employee, or child of the spouse, common-law partner or registered domestic partner.

18.10

- (a) All employees covered by this Agreement who are on extended leave due to sickness or injury will be eligible to apply for long term disability benefits, subject to eligibility and qualifying provisions defined by the University's long-term disability insurance policy. The Employer will provide the

necessary forms for the employees to make application, and upon acceptance, said employees will be placed on long term disability.

- (b) Any employee who is absent due to illness or injury for the Qualifying Disability Period and who has a balance of sick leave in excess of the required days for the Qualifying Disability Period, the employee's sick leave balance in excess is intended to remain in the employee's accumulated sick leave bank for future use, upon return to the workplace, and in the event the employee's requirement for additional paid sick leave for the same or another illness or injury. Should the Employee fail to have sufficient sick leave credits in their sick bank to reach the qualifying period, the employee may access any other time off banks available in order to reach the required qualifying disability period.

18.11

Medical information provided to Human Resources will be held in confidence and not released without the consent of the Employee.

ARTICLE 19 VACATION

19.1

- (a) Annual leave credits are accumulated each calendar month that an employee has fifteen (15) full days with pay. For the purposes of computing vacation credits, each calendar month that an employee has fifteen (15) full days with pay, she/he will earn one twelfth (1/12) of her/his maximum vacation for the vacation year. Where an employee does not have a calendar month consisting of fifteen (15) full days with pay, she/he will not earn credit towards her/his annual leave during that month and her/his vacation entitlement for the vacation year will be prorated accordingly.
- (b) An employee whose anniversary date falls within the vacation year in which she/he is eligible to receive an additional week of vacation as Article 19.1(c) applies is entitled to take the applicable additional vacation in that year.
- (c) Subject to Article 19.1(a) above, employees shall accumulate annual vacations to annual maximums as follows:
 - (1) Employees commencing employment with the University during one vacation year will accumulate one and on-quarter (1 ¼) days of vacation each calendar month to a maximum of three

(3) weeks (120 hours) to be used as vacation during the following vacation year.;

- (2) Employees who have more than one (1) year of service but less than ten (10) years will accumulate one and one-quarter ($1 \frac{1}{4}$) days each calendar month to a maximum entitlement of three (3) weeks (120 hours) for the vacation year;
- (3) Employees who have ten (10) years of service but less than twenty (20) years will accumulate, one and two-thirds ($1 \frac{2}{3}$) days each calendar month to a maximum entitlement of four (4) weeks (160 hours) for the vacation year;
- (4) Employees who have twenty (20) years of service or more will accumulate two and one twelfth ($2 \frac{1}{12}$) days each calendar month to a maximum entitlement of five (5) weeks (200 hours) for the vacation year.

19.2

Annual vacation periods shall be granted and taken, within the vacation year July 1st to June 30th subject to operational requirements.

19.3

Employee applications for annual vacation shall be submitted in writing to their Supervisor at least twenty (20) days prior to the requested vacation date. Subsequent changes requested by an employee will be subject to operational requirements as determined by their Supervisor.

19.4

Employees are provided access to their vacation entitlement through the Employee Self Service system. Not later than April 30th, employees shall advise their Supervisor of their vacation preference. Not later than May 15th, the Supervisor shall post an approved vacation schedule. In the event that an employee fails to make written application for vacation time prior to April 30th, the Supervisor shall not be required to give preference over less senior employees.

19.5

Employees who lose their employment status shall have their accrued vacation calculated and paid out in accordance with Article 19.1.

19.6

If a holiday falls on or is observed during an employee's vacation period, the employee shall be entitled to an additional day's vacation with pay.

19.7

Annual vacations or portion of vacations, not to exceed five (5) days, may be carried over from one year to the next, upon the written request of the Employee and with the approval of the Department Head with a copy to Human Resources. Such requests shall be made no later than June 1st.

19.8

If while on vacation, an employee's annual vacation is interrupted:

- (a) for a period of five (5) consecutive calendar days through illness or injury;
- (b) for a shorter period, all or part of which involves hospitalization of the employee; or
- (c) for a death in the immediate family which qualifies for bereavement leave;

the period of annual vacation displaced may be charged against the employee's sick leave or bereavement leave, when medical evidence satisfactory to the University is provided.

19.9

Notwithstanding the provisions of Article 19 of this agreement, the University agrees that should the current practice of Christmas Closure be discontinued, the Collective Agreement will be reopened within one month for the purposes of negotiating a revised Article 19.

19.10

This article does not apply to Temporary Employees. Temporary Employees shall receive vacation pay as provided by the Labour Standards Code for the Province of Nova Scotia.

ARTICLE 20 PAID HOLIDAYS

20.1

The following are paid holidays:

New Year's Day
Heritage Day (3rd Monday in February)

Good Friday
Easter Monday
Victoria Day
Canada Day
HRM Day (1st Monday in August)
Labour Day
Truth and Reconciliation Day (Sept 30th)
Thanksgiving Day
Remembrance Day
Christmas Eve (designated 1/2 day)
Christmas Day
Boxing Day

Plus other holidays proclaimed by Federal or Provincial authority and any holidays declared to be of general application (with the exception of Article 20.3) throughout the University community.

20.2

Any employee scheduled to work on any of the above named holidays shall be paid for the time worked at the rate of time and one-half times (1.5 x) plus the regular day's pay for that holiday. An employee on a scheduled day off who does not work on that day shall receive an additional eight (8) hours pay at the base rate.

20.3

For the purposes of this Article, during Christmas Closure days Employees scheduled to work on Christmas Closure days will be paid at the rate of time and one-half times (1.5 x) for each hour worked in addition to their regular pay. Employees on a scheduled day off during Christmas Closure days will not be entitled to an additional eight hours of pay.

20.4

Employees who are scheduled off on any of the above named holidays and who are required to work shall receive double their regular pay for all hours worked in addition to the holiday pay, with a minimum of four (4) hours pay at the applicable overtime rate.

20.5

Should a holiday fall on a Saturday or Sunday, that day shall be recognized as the holiday for those employees who are on shift schedules whereas, the day proclaimed by the Federal, Provincial or Municipal authorities shall be observed as a holiday for those employees who are not shift schedules.

20.6

Employees will not be entitled to pay for a holiday if they are on unauthorized leave on

the holiday, or they are not otherwise entitled to pay for the work week in which the holiday occurs, or they are not otherwise entitled to pay for the scheduled day immediately preceding and following the holiday.

ARTICLE 21 PREGNANCY LEAVE

21.1 Pregnancy Leave

- (a) Subject to the notice provisions of Article 21.4, the Employer shall upon the request of a pregnant Employee and upon receipt of a medical certificate indicating the expected birth date, grant the Employee seventeen (17) weeks of unpaid Pregnancy Leave.
- (b) An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

21.2 Pregnant Employee Rights

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (c) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 21.1 may be granted sick leave in accordance with the provisions of Article 18.

21.3 Pregnancy Leave with Supplemental Benefits

During the period of Pregnancy Leave as specified in Article 21.1(a),

- (a) A full-time, sessional full-time Employee with more than one year's service but less than three years' service at the University will be maintained at 80% of her regular earnings for a period not to exceed seventeen (17) weeks. A full-time employee, sessional full-time employee who has three (3) years of service or more will be maintained at 95% of her regular earnings for a period not to exceed seventeen (17) weeks. The supplementary benefits will be implemented as follows:
 - i) for the first two (2) weeks the Employee shall receive 80%/95% of her regular salary;

- ii) for up to a maximum of fifteen (15) additional weeks, the Employee shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 80%/95% of the Employee's regular salary;
 - iii) in the case of 21.3(a), payments shall begin no earlier than eight (8) weeks before the expected birth date and end no later than seventeen (17) weeks after the birth date unless the child is confined to hospital. In the event of a miscarriage or a still birth, the employee shall be entitled to sick leave under Article 18.
- (b) To receive the supplementary employment benefits defined in 21.3 (a)ii), the Employee shall supply the Employer with proof of application to the Employment Insurance for EI Pregnancy Leave Benefits.
 - (c) If the full-time, sessional full-time Employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits, the Employer will maintain the Employee at the appropriate percent (80%/95%) of her regular earnings for the period of her leave.

21.4 Notice Required to Take Pregnancy Leave

- (a) The Employee shall give the Employer at least four (4) weeks' written notice of the date the Pregnancy Leave, as per Article 21.1, is to begin.
- (b) The notice period in Article 21.3(a) shall not apply if the Employee stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the Employee was expected to give birth. In such circumstances, the Employee shall, within two weeks of stopping work, give the Employer:
 - i) written notice of the date pregnancy leave began or is to begin; and
 - ii) a certificate from a legally qualified practitioner that,
 - 1) in the case of the Employee who stops working because of complications caused by her pregnancy, states that the Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date; or
 - 2) in any case, states the date of birth, still birth or miscarriage and the date the Employee was expected to give birth.
- (b) Where notice required under Article 21.4(a) or 21.4(c) is not possible due to circumstances beyond the control of the Employee, the Employee shall

provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

21.5 End of Pregnancy Leave

- (a) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave under Article 21.7 shall end seventeen (17) weeks after the Pregnancy Leave began.
- (b) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave shall end on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. In the case of still birth or miscarriage, the Employee will also be entitled to sick leave coverage, under Article 18 and other salary insurance coverage after the date the pregnancy ends if the Employee cannot return to full-time work for medical reasons.
- (c) If an Employee on Pregnancy Leave wishes to take less than seventeen (17) weeks' Pregnancy Leave, the Employee shall give written notice to the Employer of her intention to return to work at least four (4) weeks prior to her expected date of return.

21.6 Post-Natal Leave

- (a) On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be entitled to a leave with full salary and benefits, and without loss of seniority, of up to five (5) days, to be taken at the discretion of the Employee within four (4) weeks of the birth. An Employee taking such leave shall give the Employer as much advance written notice as possible.

21.7 Parental Leave

- (a) An Employee who has been employed with the Employer for at least thirteen (13) weeks, who becomes a parent for one or more children through the birth of the child or children, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) An Employee who becomes a parent for one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the law of the Province, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (c) Where an Employee takes pregnancy leave pursuant to Article 21.1 and the Employee's newborn child or children arrive in the Employee's home during pregnancy leave, parental leave begins immediately upon completion of the Pregnancy Leave and without the Employee returning to work and ends not later than thirty-five (35) weeks after the Parental Leave began.
- (d) Where an Employee did not take pregnancy leave pursuant to Article 21.1,

parental leave begins on such date as determined by the Employee coinciding with or after the birth of the child or children first arriving in the Employee's home and ends no later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the Employee's home, whichever is earlier.

- (e) When a parental leave has begun, and the child is hospitalized for at least one week, the Employee is entitled to resume work and to defer the unused portion of the Parental Leave until the child is discharged from hospital.
- (f) An Employee is entitled to only one interruption or deferral of a Parental Leave.
- (g) An Employee who intends to use a deferral shall give the Employer, in writing, as much notice as possible of the dates of resumption of employment and the Parental Leave.

21.8 Parental Leave with Supplemental Benefits

- (a) In accordance with the requirements set out in this Article, a full-time, sessional full-time Employee who is eligible for Parental Leave under Article 21.7 and who is the non-birth parent or who has adopted a child(ren) five years of age or younger will receive supplemental benefits as follows:
 - i) A full-time, sessional full-time employee with more than one (1) year's service but less than three (3) years' service at the University, will be maintained at 80% of their regular salary for a period not to exceed ten (10) weeks.
 - ii) A full-time, sessional full-time employee who has three (3) years of service or more at the University will be maintained at 95% of their regular salary for a period not to exceed ten (10) weeks.
- (b) To receive the supplementary employment benefit defined in Article 21.8 (a), the Employee shall supply the Employer with proof of application to the Employment Insurance for EI Parental Leave Benefits.
- (c) If the full-time, sessional full-time Employee who is eligible for supplemental Parental Leave Benefits under Article 21.8(a) is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for Parental Leave, the Employer will maintain the Employee at an appropriate percent of their regular salary for the period of the leave.

21.9 Notice Required to Take Parental Leave

- (a) An Employee shall give written notice to the Employer of their intention to take a Parental Leave at least four (4) weeks prior to the commencement of such leave. Where an Employee qualifies for such leave as a result of adoption leave and where the child comes into the custody, care and control earlier than

expected, the Employee shall give reasonable written notice.

- (b) If an Employee on Parental Leave wishes to take less than thirty-five (35) weeks of Parental Leave, the Employee shall give written notice to the Employer of their intention to return to work at least four (4) weeks prior to the expected date of return.

21.10 General Considerations

- (a) Provisions of the Pregnancy Leave and/or Parental Leave for an Employee shall be in accordance with the Nova Scotia Labour Standards Code, R.S.N.S., 1989, c. 246, ss 59-60, and as further amended, unless increased leave or benefits are provided by this Collective Agreement.
- (b) All insurance coverage and benefits shall be maintained during the Pregnancy and/or Parental Leave periods. The Employee, on a prepaid basis, and the Employer shall pay their respective premiums to all insurance, benefit, and pension plans on the basis of the Employee's regular salary throughout the leave period.
- (c) Upon return to work from a Pregnancy and/or Parental Leave, the Employee shall resume their former position, with no loss of salary level, benefits, or in seniority, or vacation entitlements. The period of an Employee's leave shall be included in the calculation of their length of service for seniority purposes.
- (d) Notwithstanding Article 11, an employee who commences Pregnancy and/or Parental Leave during their probationary period shall be required upon resuming their duties, to complete their probationary period before being eligible for confirmation.
- (e) If an employee resigns from the University or fails to return to work at the conclusion of their Pregnancy and/or Parental Leave and no extensions have been authorized, their employment shall be terminated effective their first day of actual absence.

ARTICLE 22 BEREAVEMENT LEAVE

22.1

In the event of a death in the immediate family, an employee shall be entitled to bereavement leave with pay for a period of up to five (5) working days, one of which shall be the day of the funeral. Immediate family is defined as father, mother, (or legal guardian), mother-in-law, father-in-law, brother, sister, spouse, common-law partner, registered domestic partner, child of the employee, or child of the spouse, common-law partner or registered domestic partner.

22.2

In the event of the death of a grandparent or grandchild, and aunt, uncle, nephew, niece, sister-in-law or brother-in-law, daughter-in-law, or son-in-law, the employee shall be entitled to two (2) consecutive working days off with pay.

22.3

In addition to the above, an employee may be granted up to two (2) days for travel and shall be paid for those travel day(s) which are not regularly scheduled days of rest.

22.4

In cases where extraordinary circumstances prevail, the University may grant additional bereavement leave as it determines necessary. This entitlement is subject to the proviso that proper notification is made by the employee to the Senior Director, Facilities Management.

22.5

Where operationally possible, an employee will be given time off, of up to three (3) hours at their regular rate of pay, to attend the funeral of a current co-worker within Facilities Management.

ARTICLE 23 LEAVE OF ABSENCE

Educational Leave

23.1

If required by the employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

23.2

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses and provide paid leave as required.

23.3

The Employer will consider requests for necessary changes to an employee's schedule that enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

Special Leave

23.4

Dependent upon circumstances, special leave may be granted to assist an employee in coping with domestic contingencies or unforeseen emergencies that affect the employee's immediate family.

Citizenship Leave

23.5

Upon twenty (20) working days prior notice to the Employer, an employee, who would otherwise have been at work, shall be granted up to three (3) hours leave of absence with pay to attend swearing-in ceremonies at Citizenship Court for the purpose of the employee becoming a Canadian citizen.

Search and Rescue and Volunteer Fire Fighter Leave

23.6

Any employee who is a member of a recognized Search and Rescue group or Volunteer Fire Department shall, subject to operational requirements, be granted leave with pay at the discretion of the Director or Manager, to attend to emergencies to which the member's group has been asked to respond. Such leave shall not exceed four (4) days annually. An employee is required to seek approval from the Director or Manager should the request exceed the original day requested, and each subsequent day thereafter. Permission for this leave shall not be unreasonably withheld.

ARTICLE 24 JURY DUTY

24.1

Leave of absence shall be given to every employee other than an employee on leave of absence without pay or under suspension who is required:

- (a) to serve on a jury, or
- (b) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court.

24.2

Employees called for jury selection/duty and released from court proceedings shall be required to return to work.

24.3

The employee shall advise their Supervisor, immediately upon being served a subpoena or summons as a witness or juror. Upon request, an employee may be required to provide proof of being selected with such subpoena or summons.

ARTICLE 25 BENEFITS PLANS

25.1

All employees covered by this Agreement will be eligible to participate in the University's Group Benefit Plan program as applicable, as amended from time to time by the University.

25.2

The University will maintain its current practice in cost sharing of Group Benefit Plans presently in effect throughout the University for the term of this agreement.

25.3

Pension contributions made by and on behalf of the members of the bargaining unit will be on the following basis:

Employee	Employer
6.0%	8.0%

ARTICLE 26 INJURED ON DUTY

26.1

(a) In the case of an employee who is injured on duty and receiving replacement earnings benefits from the Workers' Compensation Board (WCB), the University shall compensate the employee any additional amount necessary to maintain the employee's regular rate of pay by depleting earned sick leave credits to the extent that the employee had sick leave credits available on the effective date of the WCB claim. Once the employee has exhausted the sick leave credits she/he had available on the effective date of the WCB claim, the employee may choose to continue to receive top-up to WCB by depleting her/his vacation credits to the extent that the employee had vacation credits available on the effective date of the WCB claim. An employee who does not have sick leave or vacation credits will not receive WCB top-up.

(b) While the employee is receiving WCB top-up from her/his sick leave or

vacation credits, she/he will continue to accrue sick leave and vacation credits in accordance with Articles 18 and 19. Notwithstanding the foregoing, an employee will accrue a maximum of one (1) year of her/his vacation entitlement under this Article 26.1(b) (which will be added to any vacation entitlements existing at the time of injury less any vacation entitlements used for WCB top-up). Any sick leave and vacation accrued under this Article 26.1(b) will not be available for use by the employee until she/he has returned to work or until the employee has lost her/his employment status in which case the provisions of Articles 18.8 and 19.5 shall apply.

ARTICLE 27 CLOTHING AND FOOTWEAR

27.1

The University will provide protective clothing and equipment to its employees as required, to carry out the duties of their positions. In addition, the University will provide employees with a footwear and clothing voucher for \$450 (four hundred and fifty dollars) per year, inclusive of taxes and embroidery. Such vouchers shall be provided once a year for each employee. The footwear and clothing will be obtained from an outlet designated by the Employer. Employees may select shirts and pants from an approved list provided by the University. Employees must wear uniforms and safety footwear.

27.2

- (a) Upon hiring, Employees shall provide their own set of hand tools and a detailed inventory of same.
- (b) The University shall supply special and/or uncommon tools required in the performance of assigned duties.

ARTICLE 28 TUITION WAIVER AND TRAINING

28.1

When the Employer introduces new methods of operation, trade-specific technology, new equipment and new procedures in to the workplace, the Employer shall provide job-related training for employees as it relates to their current job.

28.2

Training as per Article 28.1 shall be considered time worked.

28.3

All full-time employees shall be entitled to fifty percent (50%) reduction in tuition for

credit and non-credit courses taken at the University. Where such courses are authorized as job related, tuition will be waived at one hundred percent (100%).

28.4

A fifty percent (50%) reduction in tuition costs for credit courses taken at the University by an employee's spouse, or dependent children, will apply.

28.5

In relation to credit courses this Article will not apply to Doctoral Programs; the Executive Master of Business Administration Program or full cost recovery programs.

28.6

If a full-time employee dies while employed by the University, or while in receipt of LTD benefits, and with no less than five (5) years service, their dependent children shall be entitled to a 100% waiver of tuition costs for degree credit courses undertaken at Saint Mary's University, until the completion of a degree.

ARTICLE 29 TECHNOLOGICAL CHANGE

29.1

Where technological change results in a significant change in employment status or working conditions as provided for in this agreement the University agrees to provide as much advance notice as possible to the Union and Employees affected by the change. The University agrees to meet with the Union for the purposes of discussing the introduction of the technological change and the means of avoiding job loss or other negative effects on Employees, which might result from the introduction of the technological change.

29.2

If a reduction in the working force is to be made, the University will give consideration to Employees of long service. Lay-off and recall of Employees affected by this Article will be made on the basis set forth in Article 13 Layoff.

**ARTICLE 30 NOTICE OF RESIGNATION OR
RETIREMENT**

30.1

If an Employee desires to terminate employment, she/he shall submit notice of

resignation/retirement in writing to her/his immediate supervisor with a copy to Human Resources not less than fourteen (14) calendar days' prior to the effective date of termination. The Employer may accept a shorter period of notice. If an Employee provides less than fourteen (14) calendar days' notice without the agreement of the Employer or leaves during the notice period, the Employee's salary shall cease from the date she/he last performed duties at the University.

ARTICLE 31 CONTRACTING OUT

31.1

The Employer shall not contract out work performed by members of the Bargaining Unit where such contracting out results in the lay off of members of the bargaining unit, except in accordance with the following conditions and/or procedures:

- (a) the Employer shall consult with the Union at least sixty (60) working days prior to the layoff of employees;
- (b) the Employer agrees to establish a joint committee, consisting of two members appointed by the Employer and two members appointed by the Union, to consider a means of minimizing the adverse effects on employees, including a review of alternatives to contracting out. The deliberations of the joint committee shall remain confidential until a decision by the Employer to layoff is confirmed or other arrangements are agreed. A failure to meet, on behalf of the Union, shall not prevent the University from contracting out.

31.2

In the event that the Employer contracts out work, the Employer agrees to include as a condition of the contract a requirement to employ members of the bargaining unit for available positions under the contract provided they are available and possess the necessary skills to perform the work.

31.3

Employees laid off as a result of contracting out shall receive notice in writing as follows:

- (a) Twenty (20) working days' notice if their period of employment is two (2) years or less.
- (b) Five (5) additional working days' notice for every year of employment in excess of two (2) years.
- (c) Where less notice is given than provided, employees shall continue to receive pay for the number of days for which they were required to be in receipt of such notice.

31.4

An Employee, having received notice of lay-off in the event of contracting out may opt for severance pay within ten (10) days of the lay-off notice. An Employee electing this option shall receive in addition to the provisions of Article 31.3(c) one (1) week of pay for every one (1) year of service, up to a maximum of 30 weeks and shall forfeit their entitlement to recall and other rights under this collective agreement. The Employee shall not be entitled to severance pay under this clause if they take employment with the contractor.

ARTICLE 32 WAGES & CLASSIFICATIONS

32.1

Attached to, and forming part of this agreement, will be Schedule A covering wages and classifications.

32.2

The wage rates contained in Schedule A of this agreement shall be paid in accordance with dates as indicated.

ARTICLE 33 NO DISCRIMINATION

33.1

The Employer and the Union agree that there shall be no discrimination against any employee in accordance with the *Nova Scotia Human Rights Act*.

ARTICLE 34 GENERAL

34.1

Each employee covered by this Agreement shall provide the University with a means of contact in the case of emergency or absences due to illness or injury. Employees are provided access to the Employee Self Service system wherein emergency contacts can be added and/or updated.

ARTICLE 35 TERM OF AGREEMENT

35.1

The Agreement shall be binding and remain in effect from the date of signing until and including the 30th day of June, 2025. Except for the monetary adjustments provided in Schedule A of this Agreement. This Agreement shall continue from year to year after the 30th day of June, 2025, unless either party gives the other party notice in writing at least thirty (30) calendar days, but not more sixty (60) calendar days prior to the 30th day of June in any year that it desires renegotiation of the Agreement.

35.2

Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiation of a new Agreement.

35.3

The Agreement shall remain in force, including during any period of negotiation, until a new Agreement is ratified by both parties, or until a lockout or a strike is declared pursuant to the *Nova Scotia Trade Union Act*.

SIGNED, SEALED AND DELIVERED this 3rd day of November 2023 in the presence of:

CUPE, Local 4491

Saint Mary's University



President of CUPE, Local 4491



President of the University



Witness as to the signing by
CUPE, Local 4491



Witness to the signing by
Saint Mary's University

Memorandum of Understanding - 3:00 p.m. Friday - Hours Issue

Through this Memorandum of Understanding, the parties agree that the Hours of Work as per Article 9 will total more than 8 hours per day to accommodate an end time of 3:00 p.m. on Fridays for the following positions:

Electrician - Lead
Electrician
Electrician – Assistant*
Plumber - Lead
Plumber
Carpenter - Lead
Carpenter
Painter
HVAC Technician
Controls Technician

**Non-budgeted position*

CUPE, Local 4491

Saint Mary's University



President of CUPE, Local 4491



President of the University



Witness as to the signing by
CUPE, Local 4491



Witness to the signing by
Saint Mary's University

DATED at Halifax, in the Province of Nova Scotia this 3rd day of November 2023.

Memorandum of Understanding - Retroactivity

This Collective Agreement shall only be retroactive in respect of wages. Any person in the employ of the Employer as of the signing date of this Collective Agreement is entitled to a retroactive payment for all hours paid as a permanent employee on or after July 1, 2022, based on the rates set out in this Collective Agreement. Any permanent employee who was a member of the bargaining unit on the date of ratification, who at the time of signing this Agreement is no longer of the Employer shall be required to the contact Human Resources Department within thirty (30) days of the Collective Agreement being signed to claim her/his retroactive pay.

CUPE, Local 4491

Saint Mary's University



President of CUPE, Local 4491



President of the University



Witness as to the signing by
CUPE, Local 4491



Witness to the signing by
Saint Mary's University

DATED at Halifax, in the Province of Nova Scotia this 3rd day of November, 2023.

Schedule A - Wages and Classifications

Position	July 1, 2022	July 1, 2023	July 1, 2024
	Hourly Rate	Hourly Rate	Hourly Rate
Electrician - Lead	\$33.86	\$34.84	\$35.86
Electrician	\$32.86	\$33.84	\$34.86
Electrician - Assistant	\$22.43	\$23.11	\$23.80
Plumber - Lead	\$33.86	\$34.84	\$35.86
Plumber	\$32.86	\$33.84	\$34.86
Carpenter - Lead	\$30.16	\$31.03	\$31.94
Carpenter	\$29.16	\$30.03	\$30.94
Painter	\$25.02	\$25.77	\$26.54
Lead HVAC Technician	\$33.86	\$34.84	\$35.86
Controls Technician	\$32.86	\$33.84	\$34.86
Arena Operator - Lead	\$27.11	\$27.89	\$28.70
Arena Operator	\$26.11	\$26.89	\$27.70
Rink Attendant	\$24.66	\$25.40	\$26.16

Percentage Wage Increases

- 1) Effective July 1, 2022, an increase of 3%
- 2) Effective July 1, 2023, an increase of 3%
- 3) Effective July 1, 2024, an increase of 3%

Lead Hands

A Lead hand shall be compensated at an additional rate of one dollar (\$1.00) per hour for each full hour worked.

An acting Lead hand will be appointed when the regular Lead hand is on an approved absence of more than four (4) weeks.

Arena Operator and Rink Classifications:

If a Rink Attendant is successful at acquiring the required ticket for the Arena Operator position, they will be reclassified as an Arena Operator.

The Employer will first try to fill the Arena Operator position before filling a Rink Attendant position.

INDEX

A

Arbitration.....	14
Authorized Representatives & Shop Stewards.....	4

B

Benefits Plans.....	28
Bereavement Leave.....	25

C

Christmas Closure.....	20
Clothing and Footwear.....	29
Contracting Out.....	31
Correspondence and Copies of Agreement.....	3

D

Definitions.....	1
Discharge and Discipline.....	12

E

Educational Leave.....	26
Employer Grievance.....	13
End of Pregnancy Leave.....	23

G

General Considerations.....	25
Grievance.....	12
Grievance Procedure.....	13
Group Benefit Plan.....	28

H

Hours of work.....	6
--------------------	---

I

Injured on Duty.....	28
----------------------	----

J

Job Posting..... 6
Jury Duty..... 27

L

Labour/Management Committee..... 10
Lay-Off 11
Leave of Absence..... 26

M

Management Rights 2
Memorandum of Understanding - 3:00 p.m. Friday - Hours Issue..... 35

N

No Strikes/Lockouts..... 11
Notice Required to Take Parental Leave..... 24
Notice Required to Take Pregnancy Leave..... 22

O

Overtime 8

P

Paid Holidays..... 19
Parental Leave..... 23
Parental Leave with Supplemental Benefits..... 24
Post-Natal Leave..... 23
Pregnancy Leave..... 21
Pregnancy Leave with Supplemental Benefits..... 21
Pregnant Employee Rights..... 21
Probation..... 9

R

Recognition..... 1
Retirement..... 30

S

Schedule A - Wages and Classifications..... 37
Seniority..... 5
Sick Leave..... 15
Special Leave..... 27

T

Technological Change..... 30
Term of Agreement..... 33
Transfer & Promotion 9, 12
Tuition Waiver AND Training..... 29

U

Union Membership and Check-off..... 3
Union Policy Grievance 13

V

Vacation 17

W

Wages & Classifications 32