

Collective Agreement

- Between -

SAINT FRANCIS XAVIER UNIVERSITY

- and -

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

October 1, 2009 – September 30, 2012

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THIS AGREEMENT is effective from October 1, 2009 to September 30, 2012.

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

Party of the First Part;

AND: SAINT 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 settled conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;

To encourage efficiency in operation;

To promote the morale, well-being, and security of all the employees in the Bargaining Unit of the Union;

AND WHEREAS: It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees to be drawn up in an Agreement;

NOW THEREFORE: The parties agree as follows:

ARTICLE 1 – DEFINITION

1.01 Employee Definitions

- (a) Permanent full-time employees are eligible for participation in the benefits outlined in this Agreement.
- (b) Permanent full-time employees are those employees who obtain a vacancy through an internal or external job posting or as defined in Article 2.02 and are scheduled to work the normal hours defined in Article 12.01.

1.02 Casual or Temporary Employees

- (a) Casual or Temporary employees are those employees who are not intended to be permanent full-time employees. However, if a Casual or Temporary employee is regularly scheduled to work as defined in Article 12.01 and works four hundred and eighty (480) hours during a three (3) month period, he/she shall become a permanent full-time employee as described in Article 1.02 (b). The release or discharge of a Casual employee occurs at the end of the specific term of employment or at the sole discretion of the University, and such employee will not be permitted to exercise seniority rights.
- (b) Casual or Temporary employees who obtain a permanent position as a result of a job posting may have to complete the required probationary period (see Article 10.02). Days worked by Casual employees in the same classification of the permanent position will be considered as contributing to the probationary period.
- (c) Casual or Temporary employees shall be regarded as on probation for the first ninety (90) working days of their employment. Following satisfactory completion of the probationary period, the employee's seniority shall be retroactive to the original date of hire.

1.03 Spouse – for the purpose of this Collective Agreement – means:

- (a) either men or women who are married to each other;
- (b) either men and women who are married to each other by a marriage that is voidable, but which has not been annulled by a declaration of annulity;
- (c) either men or women who have gone through a form of marriage with each other, in good faith, that is void and are cohabiting, or if they cease to cohabit, have cohabited in the twelve month period immediately preceding the date of entitlement; or
- (d) two people who, not being married to each other and neither being married to another person, have cohabited in a conjugal relationship for a period of at least one (1) year.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- i) to operate and manage the University and to direct the work force in accordance with its commitments and responsibilities;
- ii) to select, hire, transfer, promote, demote, classify, layoff, suspend or discharge an employee for cause and to maintain order, discipline and efficiency;
- iii) 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

- 4.01 The Employer shall not discriminate in the employment, retention, or conditions of employment of any employee because of membership in the Union. The Employer shall not discriminate against any employee because of that person's race, religion, religious creed, color, national origin, political affiliation, sex or martial status.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

- 5.01 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 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.
- 5.02 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 after the completion of the probationary period set forth in Article 10 of this Agreement.
- 5.03 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.
- 5.04 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.

ARTICLE 6 - LABOUR MANAGEMENT RIGHTS

- 6.01 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.
- 6.02 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.
- 6.03 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.
- 6.04 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 7 - LABOUR MANAGEMENT COOPERATION COMMITTEE

- 7.01 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.
- 7.02 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.
- 7.03 The Committee should meet at least once a month or, if this is not possible, 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.

ARTICLE 8 - GRIEVANCES

- 8.01 Any differences arising between the Employer and the employees covered by this Agreement relating to the meaning, interpretation or application of this Agreement, including any question as to whether a matter is arbitrable, may be the subject matter of a grievance and shall be processed in the manner hereinafter set forth:

STEP 1

No employee has a grievance until he/she has first given the Director of Safety and Security an opportunity to adjust his/her complaint. The grievance shall be submitted to the Director of Safety and Security or his/her designate in writing not later than seven (7) calendar days after the circumstances out of which the grievance arose took place, failing which any alleged grievance becomes final. The Director of Safety and Security or his/her designate shall reply to any grievance within seven (7) calendar days of receiving grievance.

STEP 2

Failing satisfactory settlement being reached in Step 1, the grievance may be submitted in writing to the Personnel Officer within seven (7) calendar days of the decision of the Director of Safety and Security in Step 1. The decision of the Personnel Officer shall be in writing and shall be rendered within seven (7) calendar days of the delivery of the grievance to him/her.

STEP 3

Failing satisfactory settlement being reached in Step 2, the grievance may be submitted to the Vice-President, Administration, in writing, within seven (7) calendar days of the decision of the Personnel Officer in Step 2. The decision of the Vice-President, Administration, shall be rendered within seven (7) calendar days of the delivery of the grievance to him/her.

STEP 4

Failing satisfactory settlement being reached in Step 3, the grievance may be submitted in writing to the Administrative Committee of the University within seven (7) calendar days of the date of the decision of the Vice-President, Administration in Step 3. The decision of the Administrative Committee of the University shall be in writing and shall be rendered within seven (7) calendar days of the delivery of the grievance to the Committee.

Failing satisfactory settlement being reached in Step 4, the Union may refer the grievance to arbitration as provided in Article 9 hereof.

- 8.02 Any of the time limits in this article may be extended by mutual agreement between the parties. The aggrieved employee may be accompanied by a Union Steward and/or a full-time representative of the Union at any meeting in respect of the grievance.
- 8.03 If the Employer has a grievance as defined herein, the Employer may submit such grievance to the Union. If such grievance is not settled to the satisfaction of the parties, it may be referred to arbitration by the Employer as provided in Article 9 hereof.

ARTICLE 9 - ARBITRATION

- 9.01 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 8 hereof.
- 9.02 The arbitration submission must be made within twenty-one (21) calendar days of the date of the decision in Step 4 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).

- 9.03 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.
- 9.04 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.
- 9.05 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.
- 9.06 The Arbitration Board shall determine its own procedure, but all parties will be given full opportunity to present evidence and to make any representation.
- 9.07 Each party shall bear the fees and expenses of its appointed arbitrator and with the Department of Labour one-third of the fees and expenses of the Chairman of the Arbitration Board.
- 9.08 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 - SENIORITY

- 10.01 Seniority shall mean accumulated service in the Employer's Security Department and shall only apply to employees of the Employer at the signing of this Agreement. All time of such employees worked prior to the signing of this Agreement shall be included when computing an employee's seniority; provided that his/her seniority shall begin from the time of 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 15 of this Agreement, service shall mean the length of continuous service in the employ of the Employer.

- 10.02 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.
- 10.03 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.
- 10.04 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 11 - PROMOTIONS AND LAYOFFS

- 11.01 In matters of promotion, layoffs and rehiring of employees, 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.

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

Patrol Person and Corporal will be considered as one classification.

- 11.02 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 provided further that the filling of the vacancy with a bargaining unit employee is practicable at the time and under the conditions then prevailing.

- 11.03 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.
- 11.04 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 12 - HOURS OF WORK

- 12.01 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 to total no more than two hundred and forty (240) hours on a six (6) week rotation. 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.

- 12.02 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.
- 12.03 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.
- 12.04 Employees working the eight (8) hour shift will receive pro-rata adjustments in benefits as employees working the twelve (12) hour shifts.

ARTICLE 13 - OVERTIME

- 13.01 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.

- 13.02 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.
- 13.03 (a) The Employer shall grant a leave with pay to any permanent 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.
- 13.04 The Employer shall endeavour to provide each employee with a fair share of overtime.
- 13.05 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 and time off in lieu of overtime and holidays.
- 13.06 Employees who work overtime will not be required to take compensating time off.
- 13.07 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 14 - PAID HOLIDAYS

- 14.01 (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	Dominion Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Remembrance Day	Boxing Day
Christmas Day	1st Monday in August

The Monday of the University's Winter Mid-term break.

- (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) Lieu days for holidays will be the number of holiday entitlements multiplied by eight

(8) hours divided by twelve (12) hours.

- 14.02 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.
- 14.03 (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.

ARTICLE 15 - VACATIONS

- 15.01 (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 (80) hours.
- (c) Those who have more than two (2) years' continuous service and less than ten (10) years' continuous service on May 1st shall receive one hundred and twenty (120) hours vacation time with pay.
- (d) 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 (160) hours vacation with pay.
- (e) Those who have more than twenty-five (25) years' continuous service on May 1st shall receive one hundred and sixty (160) 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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 16 - SICK LEAVE

- 16.01 Full-time regular 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:
- 16.02 All cases of sickness must be reported to the Director of Safety and Security 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.
- 16.03 Employees shall be entitled to eighteen (18) hours sick leave per month with an accumulation to twelve hundred (1200) hours.
- 16.04 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.
- 16.05 Sick leave allowance will not be paid for sickness which occurs within the vacation period of an employee, except for cases of documented hospitalization.
- 16.06 The Employer may require a doctor's certificate as proof of sickness.
- 16.07 In doubtful cases, the Employer may require the employee to obtain a second opinion from a second doctor to be mutually agreed upon.
- 16.08 A record of all unused sick leave, holiday leave and vacation leave will be kept by the Employer. An employee is to be advised, on the first day of every month, of the amount of said leave accrued to his/her credit.
- 16.09 Abuse of these benefits by an employee shall be considered as chronic absenteeism.
- 16.10 Employees will be granted five (5) working days as personal days (60) hours. 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.
- 16.11 After the probationary period, new employees will be credited with thirty-six (36) hours sick leave.

ARTICLE 17 - PAID BEREAVEMENT LEAVE

- 17.01 (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.

- (b) Compassionate leave shall be granted for three (3) continuous calendar days to an employee who has suffered the death of a grandparent, grandchild, 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 18 - LEAVE OF ABSENCE

18.01 Leave of absence to attend not more than two (2) 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.

18.02 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.

18.03 Pregnancy Leave and Parental Leave

- (a) Pregnancy leave of seventeen (17) weeks without pay shall be granted after twelve (12) months of continuous service from the date of employment 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) Pregnancy leave shall be extended to a maximum of twenty-six (26) weeks at the request of the employee. Such leave without pay shall include the seventeen (17) weeks now provided and covered by Unemployment Insurance Commission (UIC). During such leave, an employee may choose to pay the amount of premium for eligibility to benefit plans, allowed by underwriters.

- (c) On the birth of a child, the employee (Father) will be granted one (1) shift off with pay during the confinement of the Mother.
 - (d) The Employer agrees to grant employees Parental Leave as required by the Nova Scotia Labour Standards Code.
- 18.04 (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.

ARTICLE 19 - NEW CLASSIFICATIONS

19.01 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 20 - CLOTHING PROVISION

20.01 The following clothing shall be issued as deemed necessary by the Employer to employees covered by this Agreement 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 Ties | One Winter Cap (Fur) |
| Two Pair Pants | Sweater |
| Shorts | Gloves |

20.02 The Employer will pay for the cost of dry cleaning 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.

20.03 Effective July of each year, each permanent 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.

ARTICLE 21 - BENEFIT PLAN

21.01 (a) 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.

- 21.02 (a) After three (3) years of continuous service by the parent, dependent children and/or dependent step-children are eligible to receive a tuition credit equivalent to one-half (1/2) full-time tuition per year. This tuition credit only applies to those children enrolled at St. Francis Xavier University full-time (four or more courses) who are in good academic standing for their first undergraduate degree (Bachelor of Education is considered a graduate degree). The tuition credit does not apply to those children enrolled in the summer school or the part-time program.
- (b) After three (3) years of continuous service, a permanent full-time employee would be eligible to receive a credit of one-half (1/2) tuition credit per credit course offered by St. Francis Xavier University for up to a maximum of two (2) courses per academic year, except for summer school and intersession.

21.03 Health and Dental Plan

The health and dental plan will be fully funded by the Employer effective October 1, 2009. Any increases by the Underwriter will be covered by any accumulated surplus in the Plan; and, in the event that this is not sufficient, a deduction will be made from the employees on a cost-sharing basis.

21.04 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.

21.05 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 wage/benefit if this training is scheduled during their scheduled shift.

21.06 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 permanent employees. The employee will be responsible for 100% of the premium and can arrange a satisfactory reimbursement of required contributions with the Employer.

21.07 The University agrees to establish a Life Insurance Program for permanent 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.

ARTICLE 22 - NO STRIKE, NO LOCKOUT CLAUSE

22.01 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 23 - DURATION

23.01 This Agreement shall be deemed to come into force and effect on the 1st day of October, 2009 and continue until the 30th day of September, 2012; and thereafter from year to year unless one party gives notice to the other party in accordance with the N.S. Trade Union Act.

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

ARTICLE 24 - WAGES

24.01 (a)

Classification	Current Rate Per Hour	Oct.1, 2009 (2%)	Oct.1, 2010 (1%)	Oct.1, 2011 (1%)
Patrol	14.46	14.75	14.90	15.05
Lead Hand	15.47	15.78	15.94	16.10

Lead Hand is defined as the most senior person scheduled on shift to be paid the Lead Hand rate for those hours.

(b) 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.

24.02 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.

24.03 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.

24.04 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 effective October 1, 2009.

24.05 Rate of starting employee - \$600.00 per annum less.

24.06 Present employees receiving higher rate due to past service adjustments will continue to receive the same differential.

24.07 Electronic Fund Transfer

- (a) **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.
- (b) The University and Union will agree on the effective date the Electronic Fund Transfer (EFT) process of the employees' pay upon the terms of the collective agreement being ratified by both parties.
- (c) To assist with the change to two (2) weeks of back time from the current one (1) week of back time, the University will advance five (5) days of regular pay with the University responsible for paying two and one-half (2.5) days of the advance for those employees who immediately opt to receive their pay by the Electronic Fund Transfer (EFT) method and the employees reimbursing the University two and one-half (2.5) days of the advance by payroll deduction spread over 26 bi-weekly pays. For the employees who do not opt for the Electronic Fund Transfer (EFT) method immediately, the University will advance five (5) days of regular pay with the employees reimbursing the University the five (5) days' advance by payroll deduction spread over 26 bi-weekly pays.
- (d) Those employees who do not immediately opt for the Electronic Fund Transfer (EFT) method but opt into the Electronic Fund Transfer (EFT) method within six (6) months of the start date of the Electronic Fund Transfer (EFT) method, their University advance of five (5) days of regular pay will be reduced by two and one-half (2.5) days.
- (e) The Electronic Fund Transfer (EFT) method will be a condition of employment for current casual employees with less than ten hundred and forty (1040) hours in any twelve (12) consecutive month period and for all new hires.

ARTICLE 25 - GENERAL

25.01 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. Should a situation arise to use this clause, it will be referred to the President of the Local Union.

25.02 Personnel File

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 so desires. An employee is permitted to photocopy any document contained on their

personnel file.

25.03 The University will endeavour to post on the bulletin board in the Security Office job vacancies which it considers to be of interest to the members of Local 1636.

ARTICLE 26 - WORKERS' COMPENSATION

26.01 Workers' Compensation Protection

All employees shall be covered by the Workers' Compensation Act.

26.02 Workers' Compensation Pay Supplement

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.

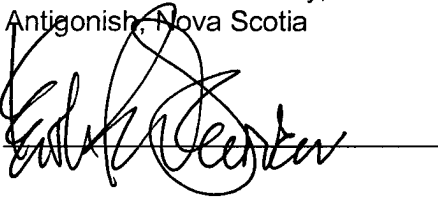
26.03 Continuation of Pay

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.

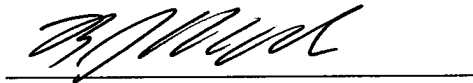
DATED this 28th day of April, 2011.

ON BEHALF OF:

The Administration of St.
Francis Xavier University,
Antigonish, Nova Scotia



St. Francis Xavier University
Security Personnel,
CUPE Local 1636



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