

Agreement Between

**SAINT MARY'S UNIVERSITY**

and

**CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 4388**

**February 1, 2015  
to  
January 31, 2018**



**One University. One World. Yours.**

## **TABLE OF CONTENTS**

Introduction .....	1
Purpose .....	1
Article 1 Recognition And Union Security .....	2
Article 2 Relationship .....	2
Article 3 No Strikes Or Lockouts .....	2
Article 4 Authorized Representatives And Shop Stewards .....	3
Article 5 Probationary Employees .....	3
Article 6 Job Postings .....	4
Article 7 Seniority .....	4
Article 8 Job Security .....	4
Article 9 Management Functions .....	5
Article 10 Grievance Procedure And Arbitration .....	5
Article 11 Wages and Classifications .....	7
Article 12 Hours Of Work/Overtime .....	8
Article 13 Paid Holidays .....	9
Article 14 Vacations .....	10
Article 15 Bereavement Leave .....	12
Article 16 Sick Leave .....	13
Article 17 Pregnancy Leave .....	14
17.1 Pregnancy Leave .....	14
17.2 Pregnant Employee Rights .....	14
17.3 Pregnancy Leave with Supplemental Benefits .....	14
17.4 Notice Required to Take Pregnancy Leave .....	15
17.5 End of Pregnancy Leave .....	16
17.6 Post-Natal Leave .....	16
17.7 Parental Leave .....	16
17.8 Parental Leave with Supplemental Benefits .....	17
17.9 Notice Required to Take Parental Leave .....	17
17.10 General Considerations .....	18
Article 18 Injured On Duty .....	18

Article 19	Safety .....	19
Article 20	Tuition Waiver .....	19
Article 21	Jury Duty.....	19
Article 22	General .....	20
Article 23	Technological Change And Re-Training .....	21
Article 24	Contracting Out.....	21
Article 25	Educational Leave.....	22
Article 26	Acting Chief Operator.....	22
Article 27	Temporary Employees .....	22
Article 28	Term of Agreement.....	23
	Schedule “A” - Wages and Classifications.....	25
	Memorandum of Understanding on Performance Appraisals .....	26
	Memorandum of Understanding on Paid Holidays .....	26
	Letter of Understanding .....	27
	Appendix “A” .....	28

## **INTRODUCTION**

This Agreement, made and entered into this 10<sup>th</sup> day of December, 2015, 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 4388 of Halifax, in the Province of Nova Scotia, hereinafter called the "Union".

Whereas, the Labour Relations Board (Nova Scotia), under Order No. 4869, certified the Union as the Bargaining Agent for all Stationary Engineers, Boiler Operators, and Chief Boiler Operator in the employ of the University, but excluding the Foreman and those equivalent to the rank of Foreman and above, office employees and those excluded by paragraphs (a) and (b) of Subsection 2 of Section 1 of the Trade Union Act.

## **PURPOSE**

The purpose of this Agreement is to promote harmonious relations between the University and its employees represented by the Union, to establish and maintain fair and equitable working conditions for all, and to set up procedures for the settlement of disputes and grievances which may arise between the parties.

Now therefore this Agreement witnesseth that in consideration of the parties, the University and the Union hereby mutually covenant and as follows:

## **ARTICLE 1 RECOGNITION AND UNION SECURITY**

- 1.1a) The University recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this agreement and for all the University's said Stationary Engineers in this bargaining unit. The term "Employee" or "Employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as herein defined unless the context otherwise provides.
- 1.1b) The University agrees that it will be a condition of employment that all present employees covered by this Agreement shall become and remain members in good standing of the Union. All new employees will be considered as probationary employees until they have completed a probationary period in accordance with Article 5.
- 1.1c) 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.
- 1.1d) The University will deduct from the pay of each employee covered by this Agreement 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, Ottawa, ON K1G 0Z7] prior to the 15th day of the month following that in which the deduction was made, accompanied by the list of the employees for whom deductions were made. The Union shall forward to the University a true extract of all Union minutes authorizing deductions for members of the said dues and fees and of any changes in the amount thereof before the University makes the deductions.

## **ARTICLE 2 RELATIONSHIP**

- 2.1a) It is agreed that there will be no discrimination against any employee by the University or the Union, contrary to the Nova Scotia Human Rights Act, by reason of any of the prohibited grounds for discrimination, such as age, race, colour, religion, creed, sex, sexual orientation, physical or mental disability, ethnic, national or aboriginal origin, family or marital status, source of income, political belief, affiliation, or activity.

## **ARTICLE 3 NO STRIKES OR LOCKOUTS**

- 3.1a) In view of the grievance and arbitration procedure provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the Trade Union Act, stoppages of work, slowdowns, or picketing during the term of this Agreement, and the University agrees that during the term of this Agreement there will be no lockout as defined by the Trade Union Act.

## **ARTICLE 4 AUTHORIZED REPRESENTATIVES AND SHOP STEWARDS**

- 4.1a) 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.
- 4.1b) 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 the Union may appoint a Steward from qualified members of the bargaining unit who have completed their probationary period.
- 4.1c) 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 10 of this Agreement. This will not be abused.
- 4.1d) Stewards or Union officers will not absent themselves from their regular duties to deal with grievances without first notifying the Manager, Maintenance and Operations. When resuming their duties they shall report to the Manager, Maintenance and Operations.

## **ARTICLE 5 PROBATIONARY EMPLOYEES**

- 5.1a) All employees appointed to a position within the bargaining unit shall be probationary for a period of nine (9) calendar months from the date of appointment. Extensions to an employee's original probationary period may be implemented through mutual agreement between the University and the Union. An employee whose probationary period has been extended will be given reasons in writing.
- 5.1b) The University may terminate a probationary employee at any time.
- 5.1c) The University shall inform employees in writing of the successful completion of their probationary period.
- 5.1d) Upon successful completion of the probationary period an employee shall receive credit for seniority purposes from the original date of hire.

### **TRANSFER AND PROMOTION**

- 5.1e) A successful application for promotion or transfer through job postings shall undergo a probationary period of two (2) months and shall receive a salary of the promoted position.

- 5.1f) Should a promoted or transferred employee not successfully complete the probation period, Article 5 (b) shall not apply and the employee shall return to their former position without loss of seniority and at their former salary.

## **ARTICLE 6 JOB POSTINGS**

- 6.1a) 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 employee's bulletin board.
- 6.1b) Employees have a right to apply for transfer or promotion to vacant positions as posted and shall be considered consistent with article 7(a).

## **ARTICLE 7 SENIORITY**

- 7.1a) In lay-offs and re-hiring after lay-offs within the bargaining unit, the seniority of the employees concerned, consistent with the qualifications to perform the work required, shall be the determining factor.
- 7.1b) In the promotion to a higher position within the bargaining unit, the seniority of the employees concerned, consistent with the qualifications and ability to perform the work required, shall be the determining factor.
- 7.1c) Seniority shall commence with employment within the Central Heating Plant and shall apply after completion of the probationary period referred to in article 5(a) of this Agreement. Seniority shall be forfeited if the employee leaves, is discharged for cause, fails to return to work or indicates that they will not return to work within one (1) week following recall, or is laid off for twelve (12) months, but not because of authorized leave due to sickness or injury.
- 7.1d) Seniority shall apply when establishing vacation periods.
- 7.1e) The University will prepare and post a seniority list in January of each year. Any discrepancies shall be reported to Human Resources within fifteen (15) calendar days from the date of issue.

## **ARTICLE 8 JOB SECURITY**

- 8.1a) In the unlikely event of lay-off, or a reduction in the work force, or a reduction of an employee's hours of work, the employees concerned shall be given a one (1) month advance notice, or in lieu thereof, an amount equal to one (1) month's pay. Further, should a reduction in the work force occur, or a reduction of an employee's hours of work, employees shall be laid off in the reverse order of their bargaining unit wide seniority in their job classification and no new employees will be hired to do work covered by this Agreement until all the laid-off employees have been given the opportunity of re-employment with the

University, consistent with their qualifications to perform the duties within the same job classification.

## **ARTICLE 9 MANAGEMENT FUNCTIONS**

- 9.1a) Subject to the grievance procedure the Union acknowledges that the University reserves and retains solely and exclusively, all its inherent rights to manage the University
- 9.1b) It is the function of the University to manage the operation of the University and its buildings and programs, which include, without limiting the generality of the foregoing or Article 9.1(a), the right to determine employment, complement, organization, work methods and procedures, kinds and locations of equipment, assignment, training, job classification, employee evaluation, promotion, demotion, layoff, subject to the provisions of this agreement.
- 9.1c) It is a function of the University to set standards for evaluation and appraisal.
- 9.1d) The University shall not make any agreement with an employee contrary to the express terms of this agreement.

## **ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION**

Should differences arise between the University and the Union or any of its members employed by the University as to the meaning, application, or violation of the provisions of this Agreement, there shall be no suspension of work because of such differences, but an earnest effort shall be made to settle the same in the following manner:

- 10.1a) The following grievance procedure covers and extends to all employees of the University covered by this Agreement, provided that the grievance procedure shall not apply in the case of the discharge of a probationary employee, but does not exclude any employee with seniority who has been discharged or laid-off provided they submit the grievance within three (3) working days immediately following their most recent lay-off or discharge;
- 10.1b) For the purpose of this Agreement, the representative of the University shall be the Director of Facilities Management, or a designate as appointed by the University; the Union representative shall be the Authorized Representative and/or Shop Steward;

**Step I:** 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 Director of Facilities Management in writing within ten (10) working days from the time the alleged misinterpretation or violation occurred. The Director of Facilities Management shall give a decision in writing thereon

within ten (10) working days (excluding Saturday, Sunday or holiday) of the time when the grievance was first received by the Director;

**Step II:** Failing satisfactory settlement in Step I, the complaint shall be submitted in writing to the Vice President Administration, or a designate as appointed by the University, who shall meet the Union within ten (10) working days (excluding Saturday, Sunday or holiday) after the complaint has been received by the Vice President, or designate; and shall give a written reply to the complaints within ten (10) working days of such meeting;

**Step III:** Failing such decision under Step II, or if such decision is unsatisfactory to the complainant, the matter shall be referred to a Board of Arbitration appointed in the following manner:

- (i) Either party to the Agreement may, within five (5) working days of the date when such decision was or should have been made, notify the other party in writing of its desire to refer the dispute to a Board of Arbitration, and it shall in such notice name its representative on the Board. Within five (5) working days of the receipt of such notice, the other party shall, in writing, notify the first party of the name of its representative on the Board. The two representatives so named, shall, within five (5) working days of the appointment of the second of them, meet and select a third person to act as Chair of the Board and, in default of their so doing, the Minister of Environment and Labour of the Province of Nova Scotia, upon the application of either party, may appoint such third person. If either of the parties shall fail to notify the other of the appointment of a representative to the Board within the proper time, the Minister of Environment and Labour of the Province of Nova Scotia may, upon the application of either party, appoint a person to represent the party in default;
- (ii) If both parties agree, a single arbitrator may be used instead of three (3); Each of the parties shall bear the cost of the arbitrator appointed by it, and shall jointly bear the expense of the Chair of the Arbitration Board or a single arbitrator;
- (iii) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle a grievance;
- (iv) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure;
- (v) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement;

- (vi) The parties will expedite the proceedings of the Arbitration Board thereto, and the decision of the majority of such Board will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.1c) In the event that the grievance concerns unjust discharge of any employee, such grievance may be settled under the grievance procedure herein provided by:
  - (i) confirming the University's action in dismissing the regular employee;
  - (ii) reinstating the employee with full compensation for the time- lost; or
  - (iii) by any other arrangement which may be deemed just and equitable in the circumstances.
- 10.1d) Any complaint of the University concerning a violation of this Agreement by the Union may be made in writing by the Director of Facilities Management, or a designate as appointed by the University, to the Union whereupon the grievance provisions outlined in Step II and the arbitration provisions in Step III shall apply.
- 10.1e) A Union grievance (which is defined as an alleged violation of this Agreement concerning all or a substantial number of employees in the bargaining unit or to which a substantial number of employees have signified an intention to grieve) may be referred in writing to the designated representative of the University within five (5) working days of the occurrence giving rise to the grievance and representatives of the University shall meet with the Union and a representative of the employees who would be entitled to grieve the alleged violation within five (5) working days to consider the grievance.
- 10.1f) If a final settlement, satisfactory to the Union, is not made within five (5) working days the grievance may be referred to arbitration as provided in Step III of this Article.

## **ARTICLE 11 WAGES AND CLASSIFICATIONS**

- 11.1a) Attached to, and forming part of this Agreement, is Schedule A covering wages and classifications.
- 11.1b) The wage rates contained in Schedule A of this agreement shall be paid in accordance with dates as indicated and shall be applicable to members of the Bargaining Unit on the date of signing of this Agreement.

## ARTICLE 12 HOURS OF WORK/OVERTIME

- 12.1a) Employees shall maintain a shift schedule and/or scheduled hours averaging forty (40) hours per week consisting of shifts which are either eight (8) hours or twelve (12) hours in length.
- 12.1b) The University will establish the shift schedule in consultation with the Union.
- (i) The regular hours of work may be changed when the employer and the majority of the employees actively at work agree in writing, and where operational requirements are met, and where no additional cost is incurred by the employer.
- 12.1c) **Overtime**
- All work performed by an employee over and above the regular hours of shift shall be at the rate of one and one-half times (1.5 x) the regular rate of pay, except as noted in Article 12.1d) and 13.1(e). The University shall make every effort to ensure offers of overtime will be evenly distributed among all applicable employees.
- 12.1d) **Work on Day Off**
- Employees required to work on their regular day off shall be paid at the rate of twice (2x) their **regular** hourly rate of pay for all time worked, with a minimum of four (4) hours pay at the applicable overtime rate.
- 12.1e) **Call-Back**
- 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 twice (2x) their regular rate of pay for all time worked with a minimum of four (4) hours.
- 12.1f) **Shift Differential**
- Employees working between 7:00 p.m. and 7:00 a.m. will receive an additional rate, over and above the normal rate, of eighty-five cents (\$ 0.85) an hour.
- 12.1g) An employee required to work overtime beyond a scheduled shift in excess of three (3) hours shall receive a meal allowance of \$8.00. Employees may be required to remain at their workstations during rest or meal periods.
- 12.1h) **Change of Shift Schedules &/or Shift Assignments**
- (i) Notice of change of scheduled hours in a day shall be given five (5) days prior to the day in question. If such notice of change is not given, the employee shall receive an additional one-half (1/2) times hourly rate premium for the first shift day.

- (ii) The provisions of article 12h(i) 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.
  - (iii) To cover for vacations or other planned absences, staff assignments to shift schedules may be changed with at least fourteen (14) calendar days notice. If such notice of change is not given within fourteen (14) calendar days, the employee shall receive payment pursuant to Article 12.1 (d).
- 12.1i) 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.
- 12.1j) 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, which must be used before the end of the fiscal year (March 31<sup>st</sup>). If the lieu time is not used within that period, it shall be paid out at the appropriate rate. The Employee shall have the right to use such bank time subject to operational requirements.

**ARTICLE 13 PAID HOLIDAYS**

- 13.1a) The following paid holidays shall be recognized:
- |   |                                    |
|---|------------------------------------|
| New Year's Day                                    | Labour Day                         |
| Heritage Day (3 <sup>rd</sup> Monday in February) | Thanksgiving Day                   |
| Good Friday                                       | Remembrance Day                    |
| Easter Monday                                     | Christmas Eve (designated 1/2 day) |
| Victoria Day                                      | Christmas Day                      |
| Canada Day  | Boxing Day                         |
| HRM (1 <sup>st</sup> Monday in August)            |                                    |
- and any holiday proclaimed by the Provincial and Federal Governments and any holiday(s) declared to be of general application (with the exception of Article 13.1(c)) throughout the entire University.
- 13.1b) 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 (1.5) 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.

- 13.1c) 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 (1.5) 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.
- 13.1d) All employees in the bargaining unit who, as part of their regular shift schedule, are required to work on Easter Sunday, shall be paid at a rate of time and one-half for the time worked.
- 13.1e) 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
- 13.1f) 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.
- 13.1g) Employees are not 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 week in which the holiday occurs, or does not work their scheduled working day immediately preceding and following the holiday except where the employee is absent due to sickness or authorized leave.

## **ARTICLE 14 VACATIONS**

- 14.1a) 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.
- 14.1b) 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 14.1(c) applies is entitled to take the applicable additional vacation in that year.
- 14.1c) Subject to Article 14.1(a) above, employees shall accumulate annual vacations to annual maximums as follows:

- (i) Employees who have less than three (3) years of service will accumulate five-sixths (5/6) of a day of vacation each calendar month to a maximum entitlement of two (2) weeks (80 hours) for the vacation year;
  - (ii) Employees who have three (3) years of service by less than ten (10) years will accumulate one and one-quarter (1 ¼) days each calendar month to a maximum entitlement of three (3) weeks (120 hours) for the vacation year;
  - (iii) Employees who have ten (10) years of service but less than twenty (20) years will accumulate, one and two-thirds (1 2/3) days each calendar month to a maximum entitlement of four (4) weeks (160 hours) for the vacation year;
  - (iv) Employees who have twenty (20) years of service or more will accumulate two and one-twelfth (2 1/12) days each calendar month to a maximum entitlement of five (5) weeks (200 hours) for the vacation year.
  - (v) Annual vacation periods shall be granted and taken, within the vacation year July 1<sup>st</sup> to June 30<sup>th</sup> depending on department operational requirements.
- 14.1d) Employee applications for annual vacation shall be submitted in writing to their departmental manager at least twenty (20) working days prior to the requested vacation date. Subsequent changes requested by an employee will be subject to operational requirements.
- 14.1e) On or prior to April 1st each year, employees shall be notified of their vacation credits. 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 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.
- 14.1f) Notwithstanding the provisions of Article 14 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 14.
- 14.1g) Employees who lose their employment status shall have their accrued vacation calculated and paid out in accordance with Article 14.1.
- 14.1h) If a holiday falls or is observed during an employee's vacation period, the employee shall be entitled to an additional day's vacation with pay.

- 14.1i) Annual vacations or portions 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 1<sup>st</sup>.
- 14.1j) If while on vacation, an employee's annual vacation is interrupted:
- (i) for a period of five (5) consecutive calendar days through illness or injury;
  - (ii) for a shorter period, all or part of which involves hospitalization of the employee; or
  - (iii) 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.

## **ARTICLE 15 BEREAVEMENT LEAVE**

- 15.1a) 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) consecutive working days. 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.
- 15.1b) In the event of the death of a mother-in-law or father-in-law, the employee shall be entitled to three (3) consecutive working days with pay.
- 15.1c) In the event of the death of a grandparent or grandchild, the sister-in-law or brother-in-law, the employee shall be entitled to two (2) consecutive working days with pay.
- 15.1d) In the event of the death of an aunt, uncle, nephew, niece, daughter-in-law, or son-in-law the employee shall be entitled to one (1) working day with pay.
- 15.1e) 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.
- 15.1f) 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 Director, Facilities Management.

## ARTICLE 16 SICK LEAVE

- 16.1a) 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.
- 16.1b) In any cases of absence of an employee due to sickness or injury, the matter must be reported to the University not less than one (1) hour prior to the time such employee's shift commences. Continued failure to notify the University of such absences may result in absence without pay for all or part of the absences.
- 16.1c) 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.
- 16.1d) Sick leave credits are accumulated at the rate of ten (10) hours per 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.
- 16.1e) 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.
- 16.1f) Employees may use sick leave for the purpose of attending appointments with medical doctors or dentists. The University reserves the right to request proof of such attendance.
- 16.1g) Employees absent from duty because of illness or injury shall submit to their supervisor, upon their return, an application for sick leave on the appropriate form, as provided.
- 16.1h) 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 University will provide the necessary forms for the employee to make application, and upon acceptance, said employees will be placed on long term disability.

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.

- 16.1i) Any accumulated sick leave remaining to an employee's credit upon separation is not payable by the University.

## **ARTICLE 17 PREGNANCY LEAVE**

### **17.1 PREGNANCY LEAVE**

- 17.1a) Subject to the notice provisions of Article 17.4, 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.
- 17.1b) An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

### **17.2 PREGNANT EMPLOYEE RIGHTS**

- 17.2a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- 17.2b) 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.
- 17.2c) 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 17.1 may be granted sick leave in accordance with the provisions of Article 16.

### **17.3 PREGNANCY LEAVE WITH SUPPLEMENTAL BENEFITS**

- 17.3a) During the period of Pregnancy Leave as specified in Article 17.1(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 17.3(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 16.
- 17.3b) To receive the supplementary employment benefits defined in 17.3 (a)(ii), the Employee shall supply the Employer with proof of application to the Employment Insurance for EI Pregnancy Leave Benefits.
- 17.3c) 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.

#### **17.4 NOTICE REQUIRED TO TAKE PREGNANCY LEAVE**

- 17.4a) The Employee shall give the Employer at least four (4) weeks' written notice of the date the Pregnancy Leave, as per Article 17.1 is to begin.
- 17.4b) The notice period in Article 17.4(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 the pregnancy leave began or is to begin; and
  - (ii) A certificate from a legally qualified practitioner that,
    - (a) 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
    - (b) In any case, states the date of birth, still birth or miscarriage and the date the Employee was expected to give birth.
- 17.4c) Where notice required under Article 17.4(a) or 17.5(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.

## **17.5 END OF PREGNANCY LEAVE**

- 17.5a) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave under Article 17.7 shall end seventeen (17) weeks after the Pregnancy Leave began.
- 17.5b) 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 16 and other salary insurance coverage after the date the pregnancy ends if the Employee cannot return to full-time work for medical reasons.
- 17.5c) 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.

## **17.6 POST-NATAL LEAVE**

- 17.6a) 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 forty (40) hours, 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.

## **17.7 PARENTAL LEAVE**

- 17.7a) 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.
- 17.7b) 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.
- 17.7c) Where an Employee takes pregnancy leave pursuant to Article 17.1 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.

- 17.7d) Where an Employee did not take pregnancy leave pursuant to Article 17.1, 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.
- 17.7e) 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.
- 17.7f) An Employee is entitled to only one interruption or deferral of a Parental Leave.
- 17.7g) 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.

## **17.8 PARENTAL LEAVE WITH SUPPLEMENTAL BENEFITS**

- 17.8a) 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 17.7(b) and who has adopted a child(ren) five years of age or younger will receive supplemental benefits as follows:
- 17.8b) 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.
- 17.8c) 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.
- 17.8d) To receive the supplementary employment benefit defined in article 17.8 (a), the Employee shall supply the Employer with proof of application to the Employment Insurance for EI Parental Leave Benefits.
- 17.8e) If the full-time, sessional full-time Employee who is eligible for supplemental Parental Leave Benefits under Article 17.8(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.

## **17.9 NOTICE REQUIRED TO TAKE PARENTAL LEAVE**

- 17.9a) 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.

- 17.9b) 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.

## **17.10 GENERAL CONSIDERATIONS**

- 17.10a) 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.
- 17.10b) 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.
- 17.10c) 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.
- 17.10d) Notwithstanding Article 5, 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.
- 17.10e) 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 18 INJURED ON DUTY**

- 18.1a) In the case of an employee who is injured on duty and receiving replacement earnings benefits from 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.

- 18.1b) 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 14 and 16. Notwithstanding the foregoing, an employee will accrue a maximum of one (1) year of her/his vacation entitlement under this Article 18.1(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 18.1(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 14.1(g) and 16.1(i) shall apply.

## **ARTICLE 19 SAFETY**

- 19.1 The University will provide protective clothing and equipment to its employees as required, in carrying out the duties of their positions. In addition, the University will provide employees a footwear and clothing voucher for \$250.00 (two 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 while at the workplace.

## **ARTICLE 20 TUITION WAIVER**

- 20.1a) 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%).
- 20.1b) 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.
- 20.1c) 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 dependant 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 21 JURY DUTY**

- 21.1a) 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:

- (i) to serve on a jury, or
  - (ii) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court.
- 21.1b) Employees called for jury selection/duty and released from court proceedings shall be required to return to work.
- 21.1c) The Employee shall advise their Manager, Maintenance and Operations, 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 22 GENERAL**

- 22.1a) This Agreement may be re-opened for the negotiation of wages of an employee when, or if, the University requires an operator with a higher ticket than presently covered by this agreement.
- 22.1b) Depending 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.
- 22.1c) 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.
- 22.1d) 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.
- 22.1e) Pension contributions made by and on behalf of the members of the bargaining unit will be on the following basis:

<u>Employee</u>	<u>Employer</u>
6.0%	8.0%

- 22.1f) **Resignation / Retirement**
- If an Employee desires to terminate employment, the Employee shall submit their notice of resignation / retirement in writing to their immediate supervisor with a copy to Human Resources not less than fourteen (14) calendar days prior to the effective date of termination, provided, however, that the University may accept a shorter period of notice. If an Employee fails to provide fourteen (14) calendar days notice of intention to terminate employment or leaves during the period of notice, the Employee’s salary shall cease from the date the duties were last performed by the Employee at the University.

- 22.1g) 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.
- 22.1h) 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.

## **ARTICLE 23 TECHNOLOGICAL CHANGE AND RE-TRAINING**

- 23.1a) The University agrees to provide as much advance notice as is practicable to the Union of technological change in equipment or methods which would result in a significant change in employment status or working conditions of employees, as provided for in this Agreement. In addition, the University agrees to meet with the Union with a view to resolving problems that arise as a result of the introduction of such technological change.
- 23.1b) In the event of technological change, or other change causing job elimination, the University will seek ways and means to minimizing adverse effects on employees that might result from such change. Such means may include training and upgrading of skills.

## **ARTICLE 24 CONTRACTING OUT**

- 24.1a) 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:
- (i) The Employer shall consult with the Union at least sixty (60) working days prior to the layoff of employees;
  - (ii) 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.
- 24.1b) 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.

- 24.1c) Employees laid off as a result of contracting out shall receive notice in writing as follows:
- (i) Forty (40) working days' notice if their period of employment is two (2) years or less.
  - (ii) Five (5) additional working days' notice for every year of employment in excess of two (2) years.
  - (iii) 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.

## **ARTICLE 25 EDUCATIONAL LEAVE**

- 25.1a) 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.
- 25.1b) 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.
- 25.1c) The Employer will consider requests for changes to an employee's schedule that enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

## **ARTICLE 26 ACTING CHIEF OPERATOR**

- 26.1a) As required in accordance with the Department of Environment and Labour the University may appoint an Acting Chief Operator. An employee appointed as the Acting Chief Operator shall be compensated at an additional rate of one dollar (\$1.00) per hour for each full hour worked. An employee has the right to refuse the appointment at the time of the request.

## **ARTICLE 27 TEMPORARY EMPLOYEES**

- 27.1a) Temporary Employee means an employee, 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.

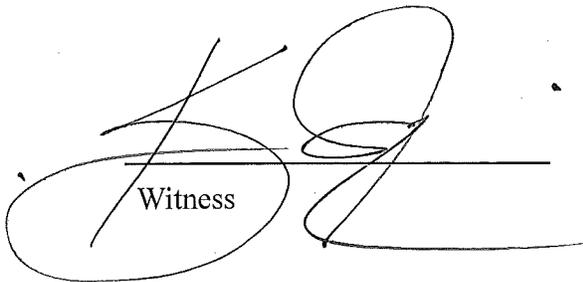
## **ARTICLE 28 TERM OF AGREEMENT**

- 28.1a) This agreement shall be deemed to have come into force and effect on the 1<sup>st</sup> day of February 2015 and continue in full force and effect until the 31<sup>st</sup> day of January 2018 and thereafter, shall automatically renew for periods of one year unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to any expiry date that it desires to amend or terminate the agreement. Such notice shall include the wording of any changes sought by the party giving notice. All provisions of this agreement shall, unless otherwise stated, be effective from the date of the signing of this agreement.

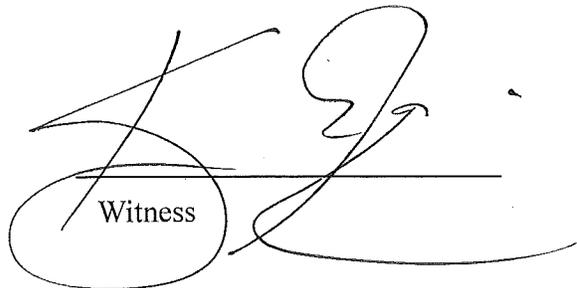
**IN WITNESS WHEREOF**, each of the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**SAINT MARY'S UNIVERSITY**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Witness

**CUPE 4388**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Witness

## SCHEDULE "A" - WAGES AND CLASSIFICATIONS

<b>Expired Rate</b>				
<b>Classification</b>	<b>1-Feb-14</b>	<b>1-Feb-15</b> 1.75%	<b>1-Feb-16</b> 1.75%	<b>1-Feb-17</b> 1.75%
<b>Power Engineer – 3<sup>rd</sup> Class</b>	<b>\$23.47</b> <b>(\$48,817.60)</b>	<b>\$23.88</b> <b>(\$49,670.40)</b>	<b>\$24.30</b> <b>(\$50,544.00)</b>	<b>\$24.73</b> <b>(\$51,438.40)</b>
<b>Power Engineer – 4<sup>th</sup> Class</b>	<b>\$21.47</b> <b>(\$44,657.60)</b>	<b>\$21.85</b> <b>(\$45,448.00)</b>	<b>\$22.23</b> <b>(\$46,238.40)</b>	<b>\$22.62</b> <b>(\$47,049.60)</b>

**MEMORANDUM OF UNDERSTANDING  
ON PERFORMANCE APPRAISALS**

It is understood that prior to a decision of Saint Mary's University to implement an Employee Appraisal System that CUPE 4388 will be consulted.

**MEMORANDUM OF UNDERSTANDING  
ON PAID HOLIDAYS**

Notwithstanding the provisions of Article 13 of the Agreement, the University agrees during the term of this agreement, to guarantee members of the Bargaining Unit a minimum of five (5) paid holidays, in each of the years of the term of the Agreement, that all within the definition of "holidays declared to be of general application throughout the entire University".

## LETTER OF UNDERSTANDING

The University agrees to use the term *Power Engineer* to designate Stationary Engineer for the purposes of:

- Job Description Title
- Clothing Embroidery effective with the 2016 clothing provision
- Schedule “A” Classification Heading

## APPENDIX “A”

The following articles of this collective agreement do not apply to Temporary Employees, except on the basis indicated:

**Article 5**

**Article 7**

**Article 8**

**Article 14**, except that Temporary Employees shall receive vacation pay as provided by the *Labour Standards Code* for the province of Nova Scotia

**Article 17**

**Article 19**, except for Temporary Employees who have been hired for a period of six or more months

**Article 20**

**Article 22**, except for **Article 22.1b)** and **Article 22.1g)**

**Article 23**

**Article 24**

**Article 25**

# INDEX

Acting Chief Operator.....	22
Authorized Representatives And Shop Stewards .....	3
Bereavement Leave.....	12
Call-Back .....	8
Change of Shift Schedules &/or Shift Assignments.....	8
Christmas Closure .....	10
Contracting Out.....	21
Educational Leave.....	22
End of Pregnancy Leave .....	16
General.....	20
General Considerations .....	18
Grievance Procedure And Arbitration.....	5
Group Benefit Plan .....	20
Hours Of Work/Overtime .....	8
Injured On Duty .....	18
Job Postings .....	4
Job Security.....	4
Jury Duty .....	19
Management Functions .....	5
Memorandum of Understanding on Performance Appraisals .....	28
No Strikes Or Lockouts.....	2
Notice Required to Take Parental Leave.....	17
Notice Required to Take Pregnancy Leave .....	15
Overtime .....	8
Parental Leave.....	16
Parental Leave with Supplemental Benefits.....	17
Pension.....	20
Post-Natal Leave.....	16
Pregnancy Leave.....	14
Pregnancy Leave with Supplemental Benefits .....	14
Pregnant Employee Rights.....	14
Probationary Employees .....	3
Recognition And Union Security .....	2
Relationship .....	2
Retirement Date .....	20
Safety .....	19
Schedule "A" - Wages and Classifications .....	25
Seniority.....	4
Shift Differential .....	8
Shop Stewards.....	3
Sick Leave.....	13
Special leave .....	20
Technological Change And Re-Training .....	21
Temporary Employees .....	22
Term Of Agreement .....	23
Transfer and Promotion .....	3
Tuition Waiver .....	19
Vacations .....	10
Wages and Classifications .....	7
Work on Day Off .....	8