



COLLECTIVE AGREEMENT

between

**SODEXO CANADA LTD.
ACADIA UNIVERSITY**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4198**

Effective June 23, 2024 to June 22, 2028

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Objects of this Agreement	5
2	Management Function	5
3	Recognition	6
4	No Discrimination	8
5	Union Security	8
6	Check-off of Union Dues	9
7	Correspondence	9
8	Employer Will Acquaint New Employees	10
9	Labour Management Committee	10
10	Union Representation	11
11	Grievance Procedure	12
12	Arbitration	14
13	Discipline, Suspension & Discharge	14
14	Seniority	15
15	Promotions, Lay-offs, Recall and Staff Changes	16
16	Hours of Work and Overtime	18
17	Paid Holiday	21
18	Paid Vacation	23
19	Sick Leave	25

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
20	Employee Benefits	27
21	Jury Duty	28
22	Personal Leaves of Absence	28
23	Bereavement Leave	29
24	Union Leave	29
25	Adoption Leave	30
26	Maternity Leave & Paternity Leave	30
27	Bulletin Boards	30
28	Payment of Wages and Allowances	31
29	Job Classification	31
30	General Conditions	31
31	Conditions and Benefits	32
32	No Strikes or Lockouts	32
33	Uniforms and Equipment	32
34	Job Security	33
35	Benefit and Binding	33
36	Technological Change	34
37	Health and Safety	34
38	Duration and Termination of Agreement	35

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	Appendix "A" - Wages	37
	Appendix "B" – Scale of Hourly Wages	38
	Appendix "C" – Letter of Understanding Employee Benefits	40
	Appendix "D" – Letter of Understanding	41
	Appendix "E" – Letter of Understanding Temporaries filling in for shift work	42
	Appendix "F" – Letter of Understanding Apprentice programs	43

COLLECTIVE AGREEMENT

Between:

**SODEXO CANADA LTD.
ACADIA UNIVERSITY**

Hereinafter referred to as the "Employer"

And:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4198**

Hereinafter referred to as the "Union"

WITNESSETH that the Employer and the Union hereby mutually agree as follows:

ARTICLE 1 – OBJECTS OF THIS AGREEMENT

- 1.01 The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment which will render justice to all.
- 1.02 The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure uniform and equitable terms of employment satisfactory to Employer and Employees, to provide methods for fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and better understanding between the parties.

ARTICLE 2 – MANAGEMENT FUNCTION

- 2.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, classify, transfer, promote, demote, and lay-off Employees and also to suspend, discipline or discharge Employees for just cause,

provided that a claim by an Employee that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

- 2.02 The Union further recognizes the right of the Employer to operate and manage its operations in all respects in accordance with its commitments and its contractual obligations and responsibilities. The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any Employee of his/her employment, except through just cause.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes Local 4198, Canadian Union of Public Employees, as the sole collective bargaining agent for all bargaining unit Employees employed in the Plant Operations and Maintenance Department at the Acadia University, Wolfville, Nova Scotia, but excluding those persons excluded by paragraphs (a) and (b) Subsection (2) of Section 1 of the Trade Union Act.
- 3.02 Employees whose jobs are not in the bargaining unit (Managers) shall not perform bargaining unit work with the exception of a) training purposes b) instruction c) other emergency situations.
- 3.03 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.
- 3.04
- 1) A full-time Employee means one who is regularly scheduled to work in a permanent position, and who works the hours specified in Article 16.
 - 2) A part-time Employee means one who is employed on a regular scheduled basis, but who works less than the hours scheduled for a full-time Employee, and he/she shall be entitled to all benefits on a pro-rata basis.
 - 3) a) A temporary Employee is an Employee who is employed to replace a full-time Employee for a specific period or for any extended leaves (sick leave, WCB etc.) or to work on a specific task for a minimum of fifteen (15) continuous working days; to a maximum of six (6) months but not to fill a position that is required to be posted and filled unless within the 45 days. Where mutually agreed between the Parties (Union and the Employer), the temporary appointment may be extended. *In the event that the temporary position needs to be extended,*

the Union and the Employer will meet to discuss two (2) weeks prior to the six (6) month expiration. A temporary Employee shall not displace a full-time or part-time Employee. Temporary Employees shall be entitled to all benefits of this agreement unless otherwise specified.

- b) A temporary position shall not replace or displace a full-time or part-time position.
- 4) A seasonal Employee is one who is employed on a regular basis but works less than a full year based on specific seasonal need of the business. Seasonal Employees shall be entitled to all of the benefits of this agreement unless otherwise specified.
- 5) The probationary period for newly hired Employees shall be sixty-five (65) working days. During such period, Employees shall be paid at the Group 1 rate of the classification in which they were hired, provided that:
 - a) Working foreman will be hired at Group 3 rate, and
 - b) Tradesmen holding the applicable recognized ticket for their trade will be hired at the Group 2 rate, and
 - c) Employees who have successfully completed the probationary period and who have been laid off will not be required to repeat the probationary period if re-employed in the same classification.
 - d) When a temporary or part-time Employee is hired, they will be paid \$1.30 less per hour in each classification for all time worked until they have passed their probationary period.
 - e) A student is one who is enrolled in a high school or secondary education institution and who works on a regular basis for a specific period of time for an education program credit or during a break in regular classes. Students will not work shift work except in Grounds during the summer months. They will be entitled to the rights and benefits of the Collective Agreement unless stated otherwise.
- 6) Probationary Employees shall be given all information they need to succeed in their position including job description, policies and procedures they need to be aware of, during their orientation. Midway through their probationary period they shall receive a written evaluation. Employees shall be notified of any concerns with their work performance and given an opportunity to improve during their probationary period. Employees will be given a copy of their evaluation.

- 3.05 Employees who work more than (9) nine months in a (12) twelve-month period will be deemed Permanent Employees and subject to all the rights and benefits of the Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union agree that no Employees shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of race, colour, creed, ancestry, sex, marital status, religious belief, political affiliation or activity, sexual orientation, place of residence, national origin, age or physical disability or mental health illness, gender, gender identity or gender expression or in accordance with the Human Rights Act of Nova Scotia.

ARTICLE 5 – UNION SECURITY

- 5.01 All bargaining unit Employees of the Employer, as a condition of continuing employment shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future Employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union after completing sixty-five (65) days of work. The Union shall be the sole judge of its members of the Employer.
- 5.02 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other forms of liability that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or assignment that shall have been furnished to the Employer under any such provisions.
- 5.03 When the University is officially closed for emergency reasons, Employees may utilize their banked time or vacation bank so that they will suffer no loss in pay for their regularly scheduled day or shift. Alternate arrangements may be made by mutual agreement between Employer and Employee.
- 5.04 Union Meetings
The Employer will permit the use of its premises within the Physical Plant building for the purpose of Union meetings without cost to the Union.
- 5.05 Work Site Access
The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement during their meal

and other scheduled breaks provided the Representative/Union Executive member notifies the General Manager in advance.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from each Employee all dues, initiation fees or assessments levied by the Union on its members.
- 6.02 Dues shall be deducted from each bi-weekly payroll of every month. The Employer shall be notified by the Union of the amount of dues to be deducted from each Employee.
- 6.03 Dues deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 25th day of following month accompanied by a list of names and classifications from whose earnings the deductions have been made.
- 6.04 At the same time Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each Employee in the previous year.
- 6.05 Unless an Employee directs in writing to the Employer not to provide the Union with his/her address, within ninety (90) days of signing this agreement, the Employer endeavours to provide the Union with the last known address of each bargaining unit member, within a reasonable amount of time, following the ninety (90) days after the signing of this agreement. Upon hire and except where the new Employee directs in writing not to provide his/her address the Employer endeavours to provide the Union with the new Employee's last known address.
- 6.06 The Employer shall advise a representative of the Union of all appointments, temporary positions, leave of absences, resignations, retirements, deaths, or other changes of status of the members of Local 4198.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the General Manager of the Physical Plant and the Recording Secretary or President of Local 4198, C.U.P.E. The Employer will be informed of any changes that may occur from time to time.

ARTICLE 8 – EMPLOYER WILL ACQUAINT NEW EMPLOYEES

- 8.01 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- 8.02 An executive officer or steward of the Local shall be afforded an opportunity to meet with each new Employee within regular working hours and without loss of remuneration for the purpose of acquainting the new Employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Union. The Employer shall designate the time and place for each such interview, the duration of which shall not exceed thirty (30) minutes.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established of not more than four (4) representatives of the Union, and four (4) representatives of Management. The Committee shall enjoy the full support of both parties in the interest of improved service to the public, and job security for the Employees. The CUPE Representative shall also be a member of this committee with voice but no vote.
- 9.02 The Committee shall concern itself with the following general matters:
- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
 - 2) Improving and extending service to public and Acadia University community.
 - 3) Promoting safety and sanitary practices.
 - 4) Reviewing suggestions from Employees, questions or working conditions and service (but not grievances concerned with service).
 - 5) Correcting conditions causing grievances and misunderstanding.
 - 6) Other matters of mutual concern.

The Parties agree to advance notification in writing of the matters they wish to discuss at any meeting, however, other matters of concern to the Committee may be discussed.

- 9.03 The committee shall meet once in each calendar month. Such meeting may be called by either party. Other meetings may be held as mutually agreed

upon. Employees shall not suffer any loss of pay for time spent with this Committee.

- 9.04 An Employer and a Union representative shall be designated as joint chairmen and shall alternate in presiding over the meetings.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the Employer and shall be distributed to the members of the Committee not later than one calendar week after the date of the meeting.
- 9.06 The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – UNION REPRESENTATION

- 10.01 Allocation of Stewards and Officers – The Employer shall recognize two shop stewards and four Union Officers. The Employer shall be notified in writing by the Union of the names of the Union Stewards, Officers and the areas they are representing, and any changes made thereto.
- 10.02 Time Off for Stewards and Union Officers – The stewards will be afforded such time off with pay, as may be required to attend meetings with Employer representatives in various steps of the grievance procedure in which they are authorized to act under the Agreement pertaining to discharges or other matters for which time they would have been on duty.
- 10.03 The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints of the grievance of Employees without having first notified their immediate Manager, permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate Manager and shall report again to him/her at the time of their return to work.
- 10.04 If an authorized Union representative who is not employed by the Employer wants to speak to a local Union representative at Acadia University about a grievance or other official union business relating to this Agreement, he shall notify the Employer.
- 10.05 A Union bargaining committee shall be appointed and consist of not more than five (5) members of the Union. The 5th Employee will be the alternate. The Union shall advise the Employer of the Union nominees to the Committee and while at negotiations on regular hours they will not lose any wages or benefits

during that time. Management reserves the right to request the alternate remain in the workplace if there are emergency circumstances.

- 10.06 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.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 The purpose of this article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or claimed violation of any of the provisions of this Agreement, and any unreasonable rules and regulations. Such a dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days after it arises and be processed in accordance with the following steps, time limits and conditions herein set forth.

- STEP 1 The Employee and the steward shall take up his grievance with his immediate Manager at a time to be fixed by the Manager. Such discussion shall be held within three (3) working days.

If the grievance is not settled, it shall within ten (10) working days thereafter be set forth in writing indicating the article of the collective agreement alleged to have been violated, signed by the Employee, and given to the Manager who shall within ten (10) working days after receipt thereof give his written answer to the grievance.

- STEP 2 If the grievance is not settled in Step 1, the Union may appeal it by giving written notice of such appeal within ten (10) working days after receipt of the answer of the Manager to the Director of the Physical Plant who shall discuss it with the Union's representative. Such discussion shall be held within five (5) working days. The General Manager or his designated representative shall give his written reply to the grievance within five (5) working days after the close of the discussion.

- STEP 3 If the grievance is not settled in Step 2, the Union may appeal it by giving written notice of such appeal within ten (10) working days after receipt of the answer of the Director of the Physical Plant to the District Manager who shall discuss it with the Union's representative. Such discussion shall be held within ten (10) working days. The District Manager or his/her designated representative shall give his/her written reply to the grievance within ten (10) working days after the close of discussions.

STEP 4 If the grievance is not settled in Step 3, either party may, by giving written notice to the other party, refer the dispute to arbitration in accordance with the procedure and condition in the arbitration clause hereinafter set forth.

Non-Binding Mediation – Either party, while waiting the services of an arbitrator, may submit the grievance to a non-binding mediator for the purpose of reaching an agreement on the matter in dispute.

11.02 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits therein set forth for their part in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitation set forth in this clause, either party may, with the agreement of the other party, extend the time limits heretofore set forth.

11.03 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union, or the Employer has a grievance, Step 1 of this Article may be by-passed.

11.04 The Union and its representatives shall have the right to originate a grievance and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

11.05 No grievance prior to arbitration shall be defeated or denied by any formal or technical objection excluding time limits.

11.06 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11.07 Replies to grievances shall be in writing at all stages.

11.08 The Employer shall supply the necessary facilities for the grievance meetings.

11.09 In cases of dismissal, if the Board finds that an Employee has been unjustly suspended or discharged, the Board shall make an order restoring to the Employee or the Union all rights and benefits provided by this Agreement including reimbursement of wages lost, or any other arrangement that the Board of Arbitration deems just and equitable.

ARTICLE 12 – ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery, addressed to the other party of the Agreement, indicating the name, address, and phone number of its choice of Arbitrator. Within ten (10) working days thereafter, the other party shall answer by registered mail or personal delivery, as to whether they agree with the choice of Arbitrator or give an alternate choice.
- 12.02 If the party receiving the notice fails to appoint an Arbitrator within ten (10) working days of their request, the appointment shall be made by the Minister of Labour for the Province of Nova Scotia upon request of either party.
- 12.03 The Arbitrator shall determine its own procedure within the terms of this Agreement and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within two (2) calendar weeks from the time the Arbitrator is appointed, or within such longer time as may be mutually agreed upon.
- 12.04 The decision of the Arbitrator shall be final, binding, and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by an arrangement which it deems just and equitable as long as it does not conflict with the provisions of this Agreement.
- 12.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene the parties to clarify the decision which it shall do within one (1) calendar week.
- 12.06 Either party may suggest the grievance be forwarded to mediation for resolve. The parties will agree to use the Department of Labour Mediation Services or those of a mediation arbitrator. Costs, if any, will be divided equally between the parties.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 13.01 When the Employer intends to discipline an Employee, the Employer shall notify the Employee of their right to have Union representation in advance in order that the Employee may contact a Steward to be present. The Employer shall also notify the Union that they have notified an Employee of an upcoming meeting. A copy of all disciplinary letters shall be given to the Employee and the Union at the time of the meeting. If the Employee is suspended from work because of discipline and an investigation is called for, the Employee shall be suspended with pay until the investigation is completed.
- 13.02 An Employee who considers that he has been wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 Grievance Procedure. Step 1 of Grievance Procedure shall be omitted in such cases.
- 13.03 An Employee shall have the right, once per calendar year, to have access to review their personnel file. In the case of a grievance disciplinary in nature, the Company will provide upon written request from the Employee a copy of his/her personnel file. The time of such access shall be as mutually agreed between the Employee and the General Manager. The Employee shall have the right to respond in writing to any document contained in the file. Such reply shall become part of the permanent record of the Employee. Prior letters of reprimand, adverse reports and suspensions shall not be used against an Employee in any disciplinary action if that Employee successfully completes twelve (12) months of service free from any disciplinary action.
- 13.04 The parties recognize that discipline shall be progressive. Notwithstanding the foregoing, there may be exceptions for proven serious misconduct for example physical assault, theft, insubordination, or harassment.
- 13.05 Surveillance cameras and related equipment may be installed by the Employer or the University to protect critical areas of the Employer's premises from theft and/or to enhance the personal safety of members of the University community.

Surveillance cameras and related equipment shall not be used in Employee occupied areas during working hours without the knowledge of the Union and Employees in the area.

The Employer shall not be allowed to use surveillance to monitor the work of Employees and no information obtained through the use of this equipment shall be used against an Employee at any time unless such information constitutes evidence of criminal acts.

ARTICLE 14 – SENIORITY

14.01 Seniority for all Employees shall:

- 1) Consist of all past service from the date of hire of Acadia University in Trades and Maintenance Department and then all service in this bargaining unit with Sodexo.
- 2) Apply after completion of the probationary period retroactive to the date of employment.

14.02 Each year, the Employer will post by March 1st a seniority list with vacation entitlements at the time card stations.

14.03 Loss of Seniority.

An Employee shall only lose seniority when:

- a) he resigns or otherwise terminates his employment by a voluntary act on his part;
- b) he is discharged for just cause;
- c) he fails to return to work or indicates that he will not return to work or indicates that he will not return to work within one (1) week following recall;
- d) he is laid off for a period of more than twelve (12) consecutive months;
- e) he is absent due to accident or sickness for a period of twenty-eight (28) consecutive months;

14.04 Seniority shall apply in determining vacation schedules, work schedules, promotions, transfers, lay offs, recall and reduction of workforce.

14.05 It shall be the duty of the Employee to notify the Employer promptly of any change in his address. If an Employee fails to do this, the Employer will not be responsible for failure of a notice sent to reach such Employees.

ARTICLE 15 – PROMOTIONS, LAY-OFFS, RECALL AND STAFF CHANGES

15.01 When a vacancy or job opening occurs for a position within the Bargaining Unit, (Permanent, Temporary, Seasonal or Student), the Employer will post notice of the vacancy within five (5) calendar days of the vacancy arising for a period of seven (7) working days and consider such applicants from within the Bargaining Unit before considering applicants from outside the Bargaining Unit. All positions will be posted and filled once vacated or if the vacancy is known in advance as soon as possible to post. A copy of the Job Posting will be given to the President of the Union. Employees who give notice of their

retirement or termination of Employment will have their position posted within 5 days of their notice to allow for a smooth transition.

- 15.02 (a) In cases of promotion and filling of vacancy (other than promotions to positions outside of the bargaining unit) the position shall be awarded to the senior Employee who possesses the qualifications and ability to perform the job.

In cases of demotion, and in all cases of increase or decrease of forces, the following factors shall be considered:

- i) Qualifications, and Ability
- ii) Seniority

It is understood that where more than one Employee has the necessary qualifications and ability to perform the job as referred to in factor (i) factor (ii) will govern.

- b) The successful applicant from within the bargaining unit shall be placed on trial for a period of thirty (30) working days. Conditional upon satisfactory service, the Employee shall be declared permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, or if the Employee should so choose he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other Employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

- 15.03 Such notice shall contain the following information: nature of position, necessary qualifications and education, shift, wage or salary rate and effective date. Such qualifications may not be established in a discriminatory manner.

- 15.04 a) Within forty-five (45) working days the position will be filled if there are qualified applicants to the posting.

b) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-off, transfers, recalls and termination of employment.

- 15.05 No new Employees shall be hired until those laid off have been given an opportunity to recall.

- 15.06 In the event of lay-off or reduction of the workforce Employees will be laid off in reverse order of seniority, provided that remaining Employees have the necessary qualifications to perform the required work.
- 15.07 In the event of recall, Employees will be recalled in order of their seniority in the bargaining unit. The Employee with the most seniority will be called back first if they have required qualifications to perform the required work.
- 15.08 Any member of this bargaining unit who is temporarily assigned to management positions (outside the bargaining unit) will continue to maintain their status under the terms of this agreement as a union member entitled to all rights and benefits for a period not to exceed six (6) months.
- 15.09 A laid off Employee shall be given sixty (60) days notice and severance pay on the basis of two (2) weeks pay at the regular rate for the position last occupied for each year of employment, or whatever is legislated in Labour Standards, whichever is greater, if the Employer lays off any Employee for any of the following reasons:
- a) ceases wholly or partly its operation at Acadia University;
 - b) merges with another Employer; or
 - c) changes operating methods;
- and the Employer is unable to provide work for the displaced worker at the same regular rate of pay in a comparable class of work. For the purpose of this article no Employee will be expected to leave his normal place of residence.
- 15.10 The Employer will recall laid off Employees as operational needs and requirements may dictate.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- 16.01 The regular work week shall be forty (40) hours per week made up of five (5) consecutive shifts of eight (8) hours.
- 16.02 a) The normal work schedule, unless mutually agreed otherwise, for Employees appointed before October 1, 1988 shall be defined as five (5) eight (8) hour day shifts (Monday to Friday) constituting a forty (40) hour work week. These Employees shall be exempt from working shifts other than the day shift, except on a voluntary basis.
- b) When the position of an Employee [save and except forepeople, who is either a Trades or Grounds (driver/labourer)] who now works a day shift only, becomes vacant and a new Employee is hired to fill the vacant position, the new Employee will work the shift rotation and the most senior

shift worker will be offered the opportunity to be exempt from working shifts other than the day shift in either the Trades or Grounds where the vacancy is located. In the case of an expansion of the workforce, the newly hired Employee will work on the shift rotation.

- c) There will be a minimum staffing complement of permanent regularly scheduled day shift positions consisting of at least of eight (8) Employees in the Trades and four (4) Employees in the Grounds. The remaining complement of Employees required may be on shift. If any Employee who is permanently scheduled to work on the day shift leaves the position will be filled in accordance with 16.02 b within the Trades or the Grounds.

16.03 Employees will be permitted, where operationally possible, to work flexible hours. Wherever possible, the Employee will make up flex time within the current pay period. At the very latest, the time will be made up within the next two weeks. Such time shall not be considered overtime for the purpose of this article.

16.04 All Employees covered by this Agreement shall be permitted a thirty (30) minute unpaid meal period from 12:00 noon to 12:30 p.m. and a fifteen (15) minute paid rest period in the first and second half of the shift.

16.05 a) Employees will be paid overtime at the rate of time and one-half (1.5X) the Employees regular wage rate for all hours worked in excess of eight (8) hours in a day or forty (40) in a week.

b) The Employer shall have the right to schedule overtime hours when in its discretion same is required. In the case of any individual Employee the Employer will consider any reasonable request to be excused from overtime work on any particular occasion for valid reasons.

c) The Employer shall make every effort to distribute overtime equitably among the Employees who normally perform the work to be done. Full-time Employees will be given the first opportunity to work overtime. An Employee may bank overtime hours if he so desires. Banked time shall be used at a mutually agreed time. Where the banked time is not used before March 31 of the following year, the Employee will be paid for such time.

d) Employees will not be responsible to find coverage for approved time off.

e) Lieu time may be paid to each Employee within a two (2) week pay period upon a written request and will be paid on a separate cheque, if requested.

- 16.06 On occasions, work weeks in the Grounds Department may have to be scheduled in a different manner than normal. An Employee who is scheduled to work seven (7) consecutive shifts without a break will be scheduled for two (2) consecutive calendar days off immediately following the seven (7) consecutive shifts worked.
- 16.07 Whenever possible, all Employees covered by this Agreement shall receive two (2) consecutive days off each week unless it has been agreed otherwise between the parties.
- 16.08 Whenever possible, days off will be planned in such a way that Employees will receive weekends off.
- 16.09 Every attempt will be made to schedule in such a way that there will be sixteen (16) hours rest between shifts.
- 16.10 The work schedule for all full-time Employees shall be posted at least thirty (30) days in advance. The work schedule for all part-time Employees shall be posted in an appropriate place at least fifteen (15) days in advance. (Posted schedules shall not be changed without prior notification to the affected Employee.)
- 16.11
- a) An Employee required to return to duty outside the Employee's normal working hours (call-back) shall receive a minimum of four (4) hours' pay at time and one-half (1.5X). An Employee may bank call-back pay if he so desires. Banked time shall be used at a mutually agreed time as per 16.05c)
 - b) An Employee who is contacted by the Employer or a representative from Acadia University for advice regarding physical plant duties outside of their normal workday shall be paid 2 hours straight time. For any calls made between the hours of 12 am and 5 am Employees will be paid 3 hours straight time. Employees will be allowed to bank this time.
 - c) Employees who are called back to work on an emergency (fire, flood or risk of life or limb or property) will work on the emergency but will not work on regular maintenance work during their call back.
 - d) Employees who are called back to work after 2 a.m. will have the flexibility to be allowed to adjust their regular starting and end time if scheduled to work that same day without loss of pay or benefits to allow for proper eight (8) hour rest period.
- 16.12 Minimum Reporting Day – When an Employee reports for work on a regular scheduled working day and upon his arrival, finds no work is available for him,

unless he has been notified at least two (2) hours prior to the start of the shift not to report, he shall be paid for four (4) hours at his regular hourly rate. If he is offered other work for which he is physically fit and if he refuses such work, he shall not be eligible to receive the four (4) hours' reporting pay above provided for. If the Employee leaves work on his own, he will only be paid for the actual hours worked.

The provisions of this Section shall not apply if the failure of the Employer to provide work is due to fire, flood, power or equipment failure, labour dispute or other interference with Employer operations beyond the reasonable control of the Employer.

- 16.13 a) An Employee who is required to work overtime immediately following their regular shift and works greater than two (2) hours will be entitled to a meal valued at a maximum of twenty-one (\$21.00) dollars per Employee per shift at an approved restaurant(s) in Wolfville. A list of the approved locations will be posted on the Trades bulletin board at Physical Plant.
- b) An Employee working any shift outside the normal 8 am to 4:30 pm shift will have a paid thirty (30) minute meal break.
- 16.14 Employees shall be entitled to a shift premium of \$1.25 per hour for all hours worked outside the hours of 8 a.m. to 4:30 p.m., Monday to Friday.
- 16.15 Employees shall be entitled to a seventy cent (\$0.70) an hour premium for all hours worked on a Saturday or Sunday.
- 16.16 The Employer agrees that any Local 4198 members who are volunteer search and rescue or a volunteer firefighter may respond to alarms as per their normal response protocol without a loss in pay or benefits.

ARTICLE 17 – PAID HOLIDAY

- 17.01 a) The following holidays shall be observed as paid holidays:
- | | |
|-----------------|--|
| New Year's Day | Civic Holiday (First Monday in August) |
| Good Friday | Labour Day |
| Canada Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | Victoria Day |
| Easter Sunday | Heritage Day |
| Christmas Eve | Truth & Reconciliation Day (Sept. 30) |

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

- b) In scheduling the Christmas season, the Employer will ensure that each Employee will receive either Christmas Day or New Year's Day off.

Employees, who have acquired seniority, who are off work due to the observance of one of the above-named holidays, will receive regular hours' pay for each holiday not worked or a day off with pay at the Employee's option, subject to the following conditions:

To be eligible for holiday pay, an Employee must work the full scheduled work day immediately preceding such holiday and the full scheduled work day immediately following such holiday unless absent with permission of the Employer.

17.02 An Employee who is eligible for holiday pay in accordance with the above conditions, and who performs work on any of the said paid holidays, shall be entitled to receive pay at time and one-half (1.5X) for the work performed on such a holiday in addition to his holiday pay, or at the Employee's option a day off with pay in lieu of the holiday pay.

- 17.03
- a) An Employee on vacation when a holiday is observed will receive an extra day's vacation with pay.
 - b) If Easter Sunday falls on an Employee's day off, such Employee will receive an alternative day off with pay at a time mutually agreed to between the parties within one (1) calendar year of the holiday. The Employer will maintain minimum staffing required for Easter Monday.
 - c) Notwithstanding b) if any of the other of the aforementioned holidays fall on an Employee's day off, the holiday shall be observed on the next regularly schedule shift unless the Employee requests to bank the day for future use.
 - d) All Employees, including shift workers, will get the day of the holiday off except for Labour Day when work is required by the Employer.
 - e) If the Employer requires any Employee to work during any of the holidays mentioned in 17.01, they will post notice at least sixty (60) days prior to the holiday to allow for Employees to volunteer to work the shift required. If no Employee volunteers within thirty (30) days of the holiday, then the shift(s) will be covered by the Employee(s) who is scheduled to work.

- 17.04 For the purpose of clarity, work on a paid holiday shall be deemed to be worked when a shift is commenced after 12:01 a.m. on the morning of the holiday and before 12:00 a.m. on the evening of the holiday.
- 17.05 If any of the holidays in 17.01 fall at a time when an Employee is off work on sick leave, such Employee will be credited with such holiday to be taken at a future date mutually agreed upon between the Employee and the Employer.

ARTICLE 18 – PAID VACATION

- 18.01 Employees who have more than six (6) months’ service and less than one (1) year of service are entitled to one (1) week vacation and to a remuneration equal to four percent (4%) of their income earned during the preceding year.

Employees who have between one (1) and four (4) years’ service as of their anniversary date are entitled to three (3) weeks’ vacation and to a remuneration equal to six percent (6%) of their income earned during the preceding year.

Employees having five (5) and more years’ service as of their anniversary date shall be granted one (1) additional vacation day per year to a maximum of thirty-five (35) days and an additional remuneration equal to four tenths (4/10) of a percent (0.4%) for each additional vacation day up to a maximum of fourteen percent (14%).

Effective June 23, 2021

Less than 1 year	4%	1 week
Between 1 and 4 years	6%	3 weeks
Year 5	6.4%	3 weeks and 1 day
Year 6	6.8%	3 weeks and 2 days
Year 7	7.2%	3 weeks and 3 days
Year 8	7.6%	3 weeks and 4 days
Year 9	8%	4 weeks
Year 10	8.4%	4 weeks and 1 day
Year 11	8.8%	4 weeks and 2 days
Year 12	9.2%	4 weeks and 3 days
Year 13	9.6%	4 weeks and 4 days
Year 14	10%	5 weeks
Year 15	10.4%	5 weeks and 1 day
Year 16	10.8%	5 weeks and 2 days
Year 17	11.2%	4 weeks and 3 days
Year 18	11.6%	5 weeks and 4 days
Year 19	12%	6 weeks
Year 20	12.4%	6 weeks and 1 day

Year 21	12.8%	6 weeks and 2 days
Year 22	13.2%	6 weeks and 3 days
Year 23	13.6%	6 weeks and 4 days
Year 24	14%	7 weeks

- 18.01 (b) The Employer will provide each Employee with a calculation of gross vacation pay immediately following June 30th of each year.
- 18.01 (c) The vacation accrual on the biweekly paystubs shall be accurately calculated from July 1st to June 30th of each year. If the payroll system is not able to accurately reflect the vacation accrual, an Employee may request and will be given this information in written form monthly from payroll.
- 18.02 The vacation year shall run from July 1st to June 30th each year. Preference for vacation shall be determined according to bargaining unit seniority. Vacation may be divided into two (2) or more vacation periods.
- 18.03 Employees will provide vacation requests by April 1st. The vacation list will be prepared on April 15th of each year and posted for a dispute period of fifteen (15) calendar days. The Employer shall approve in writing the vacation dates and post them by May 15. Vacation shall be in accordance with seniority. After the dispute period has elapsed, no Employee shall be permitted to exercise his seniority to displace a period already established by a junior Employee. All Employees must take their vacation by the conclusion of the vacation year. Vacations must be selected by all Employees no later than April 1st of the vacation taking year.
- 18.04 An Employee who terminates his services voluntarily or otherwise shall be entitled to a proportionate payment of wages in lieu of such vacation credits owing.
- 18.05 Unless mutually agreed upon, no Employee shall be required to work during his/her scheduled vacation period.
- 18.06 An Employee, whose vacation is interrupted by hospitalization of at least five (5) consecutive days because of illness or accident shall have the right to substitute unused accumulated sick leave for the number of days hospitalized which would otherwise be paid vacation days, provided that a medical certificate or other evidence satisfactory to the Employer is provided to verify both the nature and length of the illness. The Employee shall be permitted to complete the unused portion of the vacation at a later date mutually acceptable to the Employer and the Employee.

- 18.07 Employees at their option may use one (1) day vacation or one (1) lieu day per contract year as a snow day.
- 18.08 In extenuating circumstances, during the months of April, May and June, an Employee may borrow from their next year of vacation entitlements.

ARTICLE 19 – SICK LEAVE

- 19.01 Pay for sick leave is for the sole and only purpose of protecting the Employee against loss of income when he is legitimately mentally or physically ill and as per Article 19.03 and will be accumulated on the following basis:
- a) A probationary period Employee shall not be entitled to sick leave during his period of probation.
 - b) After probationary period, Employees shall be credited with one and one half (1.5) days' sick leave and continue to accumulate sick leave on the basis of one and one-half (1.5) days per month, up to the maximum of eighteen (18) days per year.
 - c) Unused sick leave credits shall continue to accumulate to a maximum of 170 days.
 - d) No Employee shall be entitled to more than the maximum of one hundred and thirty (130) days' sick leave with respect to any one sickness or accident.
- 19.03 An Employee shall be eligible for sick pay if he is absent from work with full pay for medical or dental appointments or by virtue of being sick or disabled, or exposed to a contagious disease, or under treatment of a specialist (physician, chiropractor, or orthodontist) or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

To qualify for sick leave an Employee must:

- a) have sufficient sick leave credits; exclusive of Paid Holidays; and
- b) notify the Employer one hour before day shift and two hours before evening shift, if possible, of his intention to claim sick leave; such leave shall not be unreasonably denied;
- c) provide an acceptable certificate of proof of illness for an illness in excess of five (5) consecutive working days showing duration of the illness or injury and certifying the period of time during which the

Employee was incapacitated for attendance from work; prior to returning to work from a long-term or serious illness, the Employee will be required to provide a medical certificate from the attending physician to determine the Employee's ability to carry out all of their regular duties; and, if the Employee is unable to carry out all of their regular duties to provide a medical certificate that outlines the appropriate accommodation.

- d) Any doctors' certificates required by the Employer other than the original note brought in for an absence in excess of five (5) consecutive working days under Article 19.03 (c) will be paid for by the Employer, if costs are incurred in obtaining such certificate.

- 19.04 An Employee who incurs an injury during his working hours and is required to leave for treatment at a hospital as a result of such injury, shall receive payment for the remainder of the shift at his regular rate of pay.
- 19.05 An Employee who obtains sick leave benefits to which he is not entitled may be subject to discipline by the Employer and any monies received during that period in question shall be returned to the Employer.
- 19.06 Upon retirement, all Employees shall have time off with pay equivalent to their unused accumulated sick leave to a maximum of sixty (60) working days or at the Employee's option, an equivalent lump sum payment. Any Employee who is retiring must give thirty (30) working days prior notification of date they will be taking retirement.
- 19.07 All paid sick leave days shall be deducted from the Employee's accumulated sick leave credits.
- 19.08 Employees will be permitted up to five (5) working days off with pay per calendar year in order to attend to a sick family member or to attend to a personal emergency. Such time shall be deducted from the Employee's accumulated sick leave bank.
- 19.09 If the Provincial Health Department or the Board of Governors determines that a contagious disease vaccination is required for campus personnel, the Employer will pay for such vaccination. All Employees will also have the option of receiving Employer paid Hepatitis A & C vaccinations.
- 19.10 Employees will receive the following sick incentives:
- Employees who have not used any sick time in the previous twelve (12) months, shall be entitled to five (5) days off with pay.

- Employees who use one (1) sick day in the previous twelve (12) months, shall be entitled to four (4) days off with pay.
- Employees who use two (2) sick days in the previous twelve (12) months, shall be entitled to three (3) days off with pay.
- Employees who use three (3) sick days in the previous twelve (12) months, shall be entitled to two (2) days off with pay.
- Employees who use four (4) sick days in the previous twelve (12) months, shall be entitled to one (1) day off with pay.

Days off can be used at any time during the following contract year June 23-June 22. Under special circumstances an Employee may request to bank the days until the following year.

Employees may schedule a maximum of five (5) doctor/dental/eye appointments per year without it impacting their sick incentive. There will be no penalty to the above incentive for days used in conjunction with Article 19.08.

Employees who are hired within the contract year will be given the incentive on a pro rata basis for the months they have worked.

- 19.11 In circumstances where a member of the bargaining unit may be unable to perform the regular duties of her/his position due to a mental/physical disability or Family Status, the Employer and the Union, together with the affected Employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability or Family Status and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability or Family Status can best be accommodated as covered by applicable legislation.
- 19.12 Any Agreement between the Parties regarding the accommodation of an Employee shall be reduced to writing.
- 19.13 Accommodations to allow a person to return to work which are requested from a medical practitioner shall be adhered to by all parties up to the point of undue hardship.

ARTICLE 20 – EMPLOYEE BENEFITS

- 20.01 The Employer will provide its Employees with the following benefits:

- 1) A mutually agreed cost shared Medical Plan, sixty percent (60%) of the premiums paid by the Employer and forty percent (40%) paid by the Employees.
- 2) A mutually agreed Long Term Disability Plan, the premiums of which are one hundred percent (100%) paid by the Employer.
- 3) A mutually agreed Accidental Death and Dismemberment policy, the premiums of which will be one hundred percent (100%) paid by the Employer.
- 4) A mutually agreed Life Insurance Plan, the premiums of which will be one hundred percent (100%) paid by the Employee.

NOTE: The Employer shall provide the Employees with an up-to-date booklet defining the terms, conditions, and details of each of the benefit plans referred to in this provision of the Collective Agreement.

20.02 The Employer and the Employees will contribute to the Employer's Pension Plan.

Employees shall contribute a minimum of 2% to the Employer's Pension Plan.

The Employer agrees to allow any Employee who wishes to increase the Employee's share of pension contributions, be allowed to do so, as long as such contribution increase is done in accordance with the allowable contribution rates approved by the Superintendent of Pensions. The Employer's current maximum contribution is 6.0% as of June 23, 2020.

The Employer will provide the Union with the actual Pension Plan text.

20.03 The Employer shall provide the Union with an up-to-date copy of the actual plan text of all the above plans.

ARTICLE 21 – JURY DUTY

21.01 An Employee who is called for jury duty or who is a witness in a court proceeding, which has the power to compel the attendance of witnesses before it, will receive for each day of necessary absence on that account full pay and benefits for any time so absent from work. For the purpose of this article, excluding any remuneration received for such Jury duty by the governing authority.

ARTICLE 22 – PERSONAL LEAVES OF ABSENCE

- 22.01 a) Leave of absence without pay and without loss of seniority for legitimate reasons, up to six (6) months, may be granted on written request of at least four (4) weeks in advance. Use of a leave of absence for the purpose other than given in requesting the leave will render the Employee subject to discipline. The Employer reserves the right to limit the number of Employees on leave of absence at any one time.
- b) An Employee may request an unpaid leave of absence of up to five (5) days for legitimate reasons. In such cases the needs of both the Employee and the Employer will be considered.
- 22.02 Leaves of absence with pay but without loss of seniority or benefits to attend Employer-sponsored courses and/or write examinations for upgrading or maintaining classification-related qualifications.

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.01 Should a death occur in an Employee's immediate family (spouse, parents, child, siblings, grandparents, grandparent-in-law, foster parents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, children of foster parents, step-brother, step-sister, grandchildren, common law spouse, and same-sex partners) such Employee shall be granted bereavement leave with pay for a period not to exceed five (5) working days.
- 23.02 Should a death occur to an Employee's or their partner's niece, nephew, aunt or uncle, such Employee shall be granted up to two (2) working days bereavement leave. The Employer shall pay the Employee for the day of the funeral and the second day shall be without pay or benefits.
- 23.03 Should the death occur outside of the Province of Nova Scotia; two additional days may be granted without pay.
- 23.04 Leave of one (1) day shall be granted without loss of salary or wages to attend a funeral a) as a pall bearer or b) where operationally possible, to attend the funeral of a bargaining unit member.
- 23.05 Employees will be entitled to use time from their banked overtime/ stat time or vacation for the illness or death of a family pet.

ARTICLE 24 – UNION LEAVE

- 24.01 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer when an Employee has been elected or appointed to attend any seminar, workshop, convention, or labour conference provided that the Employer is given two (2) weeks' notice of such absence so that necessary staffing arrangements can be made. Such time shall not exceed thirty (30) days in anyone (1) calendar year and no more than two (2) persons shall be absent on union leave at a given time. The Employer will continue to pay such Employees at their regular rate and the Local will reimburse the Employer when advised of the amount owing.

ARTICLE 25 – ADOPTION LEAVE

- 25.01 The Employer shall, upon the request of an Employee and upon receipt of a copy of the Notice of Proposed Adoption made by the Employee under the Adoption Act, grant the Employee a leave of absence according to the Labour Standards Code. An Employee while on adoption leave will continue to accrue seniority for the purpose of lay-off, recall and promotion.
- 25.02 An Employee preparing for adoption who is required to attend counseling sessions as proposed by the adoption agency shall be permitted leave as necessary without pay and without loss of seniority. Such request by an Employee will not be denied by the Employer, given the Employee gives reasonable notice of the leave requested and can provide proof of the sessions if such is required.
- 25.03 It is understood that during Adoption Leave, credit for purposes of vacation, sick leave or any other benefits under the Collective Agreement shall be suspended. The Employer agrees to continue to pay the Employees Group Benefit Plan premium while the Employee is on such leave.

ARTICLE 26 – MATERNITY & PATERNITY LEAVE

- 26.01 Employees shall be entitled to Maternity and Paternity Leave according to the Labour Standards Code of Nova Scotia. An Employee will continue to accrue seniority while on such leave.

ARTICLE 27 – BULLETIN BOARDS

- 27.01 The Employer shall provide the Union with a bulletin board which may be used by the Union for posting notices of union meetings, union appointments, the result of union elections and other matters of interest to union members. Such

notices shall be signed by an officer of the Local Union and a copy forwarded to the Manager of the Physical Plant.

The Employer agrees to supply and install a 4' x 4' bulletin board if the union can find a mutually agreed upon space.

ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES

- 28.01 The Employer shall pay Employees every second (2nd) Friday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of his wages, overtime, union dues and other supplementary pay and deductions.
- 28.02 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate for such Employee's regular position, shall receive his regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 28.03 An Employee covered by this agreement who is temporarily assigned to another position for which the rate of pay is higher than the rate of pay for such Employee, the Employee who is working more than one hour on the higher rate of pay position will be paid that rate for all hours worked.
- 28.04 Any errors or shortages in Employee's pay checks of eight (8) hours or more shall be adjusted and paid within three (3) working days of pay day, provided the employee has approved their timesheet. Employees shall bring the issue of errors or shortages to the Employer's attention at the first possible opportunity.
- 28.05 The Employer will reimburse the cost of the renewal for one (1) trade license per licensed Employee. For those Employees who carry more than one license, Sodexo will reimburse for the license related to the trade they were hired for or currently perform work in.

ARTICLE 29 – JOB CLASSIFICATION

- 29.01 New Classification – When new categories for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties.
- 29.02 The Employer agrees to review and update all job descriptions within the first year of the agreement.

ARTICLE 30 – GENERAL CONDITIONS

- 30.01 Throughout this Agreement, where a noun, pronoun or adjective, singular or plural, indicating gender or sex is used, the other gender or sex, including two-spirited, intersexual, transgendered and transsexual person shall be deemed to be included.
- 30.02 All provisions of this Agreement are subject to applicable laws, now or hereafter in effect. If any law now existing or hereafter enacted or proclamation of regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties under this Agreement shall remain in existence.
- 30.03 When a Municipal, Provincial or Federal election takes place, the Employer agrees to abide by the applicable legislation governing time-off for Employees.
- 30.04 The Employer agrees that Forepersons will have input regarding which Employees receive training.
- 30.05 The Employer agrees to provide the Secretary-Treasurer semiannually with a list of the names of the Employees in the unit, their job classifications and the name of their immediate Manager.

ARTICLE 31 – CONDITIONS AND BENEFITS

- 31.01 (a) All conditions and benefits presently embodied within this Agreement constitute the entire agreement between the parties hereto, but may be modified, in accordance with the Act, by mutual agreement between the Employer and the Union.
- (b) The Union and the Employer agree that no changes or additions to the collective bargaining agreement can be effective until signed by the Director of Labour Relations of Sodexo.

ARTICLE 32 – NO STRIKES OR LOCKOUTS

- 32.01 (a) In view of the orderly procedure established by this Agreement for settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, slowdown or stoppage of work, whether complete or partial, and the Employer agrees that there will be no lockout.
- (b) The definition of the terms "lockout" and "strike" as used in subsection (a) above, shall be in accordance with the Trade Union Act, Chapter 19 as amendments thereto.

ARTICLE 33 – UNIFORMS AND EQUIPMENT

- 33.01 (a) Where it is a requirement of the Employer that uniforms be worn, Employees will be supplied with five (5) pants/Carhartt bib overalls and five (5) shirts at the expense of the Employer. The Employer shall replace the uniforms if worn or torn within two (2) weeks of request by Employee.
- (b) The Employer will provide a yearly safety shoe or boot allowance (no deductions) as follows:
- \$450.00 in June 2024 and \$450.00 in June 2025 and \$450.00 in June 2026. \$450 in June 2027, \$450 in June 2028.

This allowance is to be paid with the first pay in June.

- (c) Where the Employer supplies an Employee with any equipment, uniforms, safety boots or clothing or safety equipment, the wearing of such clothing or the use of such equipment shall be deemed mandatory. The Employer recognizes that in times of emergency, call backs, this requirement may not be met.
- (d) The Employer shall store a variety of the popular sizes in stock for each of the pants, shirts, or overalls to allow for a quick replacement.

ARTICLE 34 – JOB SECURITY

- 34.01 In order to provide job security for the membership of the bargaining unit, the Employer agrees that they will not contract out work for the purpose of reducing the workforce in the bargaining unit.

ARTICLE 35 – BENEFIT AND BINDING

- 35.01 This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.
- 35.02 The parties hereto agree that the safety of the members, students and visitors to the campus of the Employer and the protection of the Employer's plant and equipment are matters of prime concern. The obligation of the members to report safety hazards to the appropriate Manager is acknowledged.

ARTICLE 36 – TECHNOLOGICAL CHANGE

36.01

- a) The Employer agrees to notify the Union at least three months before the introduction of any technological or other changes which would have a significant impact on the work and/or working conditions of the Employees covered by this agreement including:
 - i. the nature of the change;
 - ii. the date on which the Employer proposes to effect the change;
 - iii. the approximate number, type and location of Employees likely to be affected by the change;
 - iv. the effects the change may be expected to have on Employees' working conditions and terms of employment.

- b) Employees affected can exercise their rights under Article 15.06.

36.02 Employees will be given appropriate training on any new pieces of equipment or computer programs or any other new technology. The Employer will provide training as deemed appropriate by the Parties. Requests for additional training or time to acquire skills will be granted if required. Time spent by Employees in such training shall be considered time worked and be paid at the Employee's regular wage. The Employer shall pay approved costs for such training to be completed during regular work hours of the Employee.

ARTICLE 37 – HEALTH AND SAFETY

37.01 The Occupational Health and Safety Act

The Employer, the Union, and the Employees agree they are bound by the provisions of the Nova Scotia *Occupational Health and Safety Act*. All parties will cooperate in providing and maintaining safe and healthy working conditions and will comply with and abide by the provisions of the *Act*, its Regulations, codes of practice, and applicable guidelines.

37.02 Union-Employer Health and Safety Committee

The Health and Safety Committee shall hold meetings at least once every month for jointly considering, monitoring, inspecting, investigating, reviewing (including Worker's Compensation Board reports) and improving health and safety conditions and practices, including those affecting mental health. Minutes shall be taken of all meetings and copies shall be signed by the members of the committee and posted electronically by the Employer.

37.03 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties, including health and safety training provided or approved by the Employer, shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

37.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

37.05 First Aid/CPR Training

The Employer will provide Employees with the opportunity to attend a properly accredited (CPR) First Aid Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

37.06 First Aid Kits

The Employer agrees to provide first aid kits in various locations around campus. First Aid kits will be replenished when supplies are used or expired.

ARTICLE 38 – DURATION AND TERMINATION OF AGREEMENT

38.01 This Agreement shall be deemed to have come into full force and effect on June 23, 2024 and shall continue in full force and effect until 22 June, 2028 and shall continue thereafter from year to year unless and until either the Employer or the Union shall give notice to the other, as hereinafter provided, that it desires that this Agreement shall be revised, modified, amended or that the terms and conditions of a new Agreement be negotiated to replace this Agreement. Such notice, to be effective, must be in writing and served in the following manner:

1. If given by the Employer, it must be served by personal service or registered mail upon the President or Secretary of the Union.
2. If given by the Union, it must be served either by personal service or registered mail upon the Manager.
3. It must be served upon the President or Secretary of the Union, or upon the Manager, whichever is applicable at least sixty (60) days prior to the expiry date in the year in which the Collective Agreement is to be renegotiated.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto the day and year first above written.

DATED at *Wolfville* this *20* day of *November*, 2024

FOR THE EMPLOYER

Mathilde Theriault
FD448FC3081147
[Signature]

FOR THE UNION

C. [Signature]
[Signature]

js/cope491

APPENDIX "A"

Wages

Effective June 23, 2024	4% wage adjustment
Effective June 23, 2025	3% wage adjustment
Effective June 23, 2026	2% wage adjustment
Effective June 23, 2027	2% wage adjustment

These premiums are reflected in Appendix "B" Scale of Hourly Wages.

A premium of \$0.50 an hour will be paid for all time spent working on or around the Natural Gas.

All wages will be retroactive to June 23, 2024.

FOR THE EMPLOYER

Matilde Theriault

[Signature]

FOR THE UNION

[Signature]

[Signature]

APPENDIX "B"
SCALE OF HOURLY WAGES

CLASSIFICATION	CURRENT WAGE		June 23/24	June 23/25	June 23/26	June 23/27
		Adjustments	4%	3%	2%	2%
Classification	Current Wage					
Grounds	24.59		\$25.57	\$26.34	\$26.87	\$27.40
Fore Person	27.42		\$28.52	\$29.37	\$29.96	\$30.56
Classification	Current Wage					
Utility 1	25.89	\$26.89	\$27.97	\$28.80	\$29.38	\$29.97
Utility 2	26.79	\$27.79	\$28.90	\$29.77	\$30.36	\$30.97
Fore Person	27.88	\$28.88	\$30.04	\$30.94	\$31.55	\$32.19
Classification	Current Wage					
Painter 1	25.76	\$26.76	\$27.83	\$28.67	\$29.24	\$29.82
Painter 2	26.27	\$27.27	\$28.36	\$29.21	\$29.80	\$30.39
Fore Person	28.59	\$29.59	\$30.77	\$31.70	\$32.33	\$32.98
Classification	Current Wage					
Carpenter	26.18	\$27.18	\$28.27	\$29.12	\$29.70	\$30.29
Fore Person	29.01	\$30.01	\$31.21	\$32.15	\$32.79	\$33.45
Classification	Current Wage					
Plumber	26.18	\$27.18	\$28.27	\$29.12	\$29.70	\$30.29
Fore Person	29.01	\$30.01	\$31.21	\$32.15	\$32.79	\$33.45
Classification	Current Wage					
Electrician	26.44	\$27.44	\$28.54	\$29.39	\$29.98	\$30.58
Fore Person	29.27	\$30.27	\$31.48	\$32.43	\$33.07	\$33.74
Classification	Current Wage					
HVAC Assistant	26.18	\$27.18	\$28.27	\$29.12	\$29.70	\$30.29
Fore Person	29.01	\$30.01	\$31.21	\$32.15	\$32.79	\$33.45

Employees who are employed in the Utility 2 classification shall be paid at their applicable trade certificate rate as per this Appendix if they have a ticket in a particular trade.

Employees who hold more than two Provincial Trade Tickets will be paid a premium of \$.90/hour for the second ticket and a premium of \$.50/hour for any subsequent tickets.


The HVAC (fill in) shall receive the Manager's pay when he performs the duties of the Manager for more than a short period. (i.e. more than two to four hours)

Local 4198 Employees who have worked for thirty (30) years at Acadia will not be charged for parking of their vehicle while so employed.


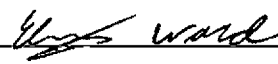
The Employer will provide photo ID's for all Employees.

The Employer shall provide the necessary tools in each department to do the job that is required of the Employee to perform.

FOR THE EMPLOYER

Matilde Theriault
FD000F030831MET...


FOR THE UNION

C. O'Neil



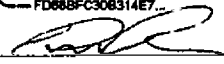
APPENDIX "C"
LETTER OF UNDERSTANDING
between
SODEXO CANADA LTD.
and
LOCAL 4198, CANADIAN UNION OF PUBLIC EMPLOYEES

The Labour Management committee will convene not less than 180 days from signing of the Collective agreement. The committee will discuss amendments and costs in relation to the medical plan including Dental.


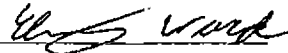
The committee will provide a presentation to the members of 4198, prior to the next round of bargaining and will agree to open discussions at that time.

This memorandum does not bind either party to agreement at bargaining.

FOR THE EMPLOYER

Signed by:
Matilde Theriault
FD88BFC308314E7


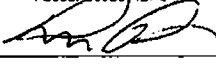
FOR THE UNION


APPENDIX "D"
LETTER OF UNDERSTANDING
between
SODEXO CANADA LTD.
and
LOCAL 4198
CANADIAN UNION OF PUBLIC EMPLOYEES

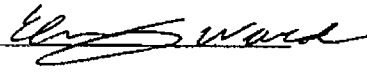
The Employer agrees that Forepersons will not be responsible for contracting out of services, needless costing (in-house costing being done when there is no intention of doing the work in-house) and purchasing responsibilities. These duties are the responsibility of the Employer.

FOR THE EMPLOYER

Matilde Theriault
FOODSERVICE


FOR THE UNION





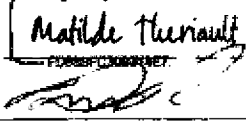
APPENDIX "E"
LETTER OF UNDERSTANDING
CONCERNING TEMPORARIES FILLING IN FOR SHIFT WORK
between
SODEXO CANADA LTD.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4198

In the Trades Department, except Painting, these rules would stand:


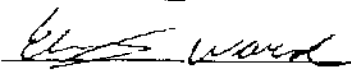
- 1) After sixty-five (65) days of probation.
- 2) Temporary Employees can fill in on the rotation of night shift to cover that shift.
- 3) If the temporary is an Employee that has returned every year, they can fill in the rotation right away.
- 4) Temporaries in the Trades may have a mentor to know all aspects of the shift. This can be done on the day shift.
- 5) Temporaries in any department that are filling in for Employees on sick leave WCB or LTD will fall into that Employee's rotation (all Classifications included).
- 6) Temporaries in the Paint Shop will not be put on rotation while on probation. Once a painter passes their probationary period (full time/temporary) he will be put on the shift rotation at the bottom of the current list.
- 7) Temporary Employees hired to do specific short term project work that is being funded by deferred maintenance or capital renewal shall not be required to work on regular shift rotation. It is understood that these Employees will only be utilized for the designated project work.
- 8) Temporary Employees shall work shift work on holidays, if scheduled.

Temporaries in the Grounds Department will do the same shift rotation that permanent Employees do, i.e. the evening shift including weekends, as long as another permanent Employee works the same shift.

FOR THE EMPLOYER



FOR THE UNION

APPENDIX "F"
LETTER OF UNDERSTANDING
APPRENTISHIP
between
SODEXO CANADA LTD.
and
LOCAL 4198

CANADIAN UNION OF PUBLIC EMPLOYEES

The Union and the Employer agrees to meet to discuss and implement a program for apprentice programs for the members of Local 4198 as well as for students currently enrolled in a program. The Parties will begin meeting within 180 days of signing the Collective Agreement and finish their discussions with implementation no later than January 2020.

FOR THE EMPLOYER

Matilde Theriault

FOR THE UNION

C. Atfield

