

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF GOVERNORS OF
ACADIA UNIVERSITY**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 2 (ACADIA CAMPUS)**

01 JULY 2022 – 30 JUNE 2025

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ARTICLE 1 Preamble

- 1.01 Whereas it is the desire of both parties to this Agreement:
- (a) to maintain and improve harmonious relations and settle conditions of employment between the University and the Union.
 - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
 - (c) to encourage efficiency in operation.
 - (d) to promote the morale, well-being and security of all Employees in the Bargaining Unit of the Union.

ARTICLE 2 Definitions

- 2.01 "Employee" means a person who is employed by the University as a full-time, regular part-time, sessional or temporary Employee who provides administrative, technical, clerical and library support services, save and except those positions listed in Appendix A.
- 2.02 A "full-time Employee" shall mean a person who is scheduled to work a regular work week of thirty-five (35) hours or longer as specified in Article 21.04 on a continuing or sessional basis.
- 2.03 A "part-time Employee" shall mean a person who is scheduled to work at least seventeen and one-half (17½) hours and fewer than thirty-five (35) hours per week on a continuing or sessional basis.
- 2.04 A "sessional Employee" shall mean a person who is hired to fill a recurring budgeted position which approximately coincides with the University fall and winter session and may be either a full-time or part-time Employee.
- 2.05 (a) A "casual" Employee is not a member of the Bargaining Unit and shall mean a person employed in a Bargaining Unit position for up to one hundred and twenty (120) consecutive working days. The employer will notify the Union of the start date of casual Employees whose employment exceeds sixty (60) consecutive working days.
- (b) A "temporary Employee" is a member of the Bargaining Unit and shall mean a person employed temporarily in a Bargaining Unit position for one hundred and twenty (120) or more consecutive working days not to exceed twenty-four (24) consecutive months. The employer will notify the Union of the start date and expected end date of a temporary Employee. This term is renewable by mutual agreement of the Parties to this Agreement.
- 2.06 "Department Head/Supervisor" shall mean a person who exercises management functions, as outlined in Article 3, within a teaching or non-teaching department so designated by the University.

- 2.07 “Dependent” for the purpose of insurance benefits shall be defined as either eligible spouse or dependent child.
- (a) An eligible spouse is defined as:
- (i) your legally married spouse, or
 - (ii) a registered domestic partner within the meaning of the Vital Statistics Act, or
 - (iii) a common-law partner living with you in a conjugal relationship that is not a legal marriage, provided you have been living together for at least 12 months.
- (b) A dependent child is defined as your natural, legally adopted child, or a child for whom the Employee is a legal guardian, who is under the age of twenty-five (25), not regularly employed and does not have a spouse as defined above.
- 2.08 “University” means the Governors of Acadia University.
- 2.09 “Union” means the Service Employees International Union, Local 2, at Acadia University.
- 2.10 “Bargaining Unit” means the Bargaining Unit determined by the Labour Relations Board of Nova Scotia as described in Appendix A.
- 2.11 “Day” means a calendar day unless specified otherwise.
- 2.12 “Technological Change” means the introduction of equipment or material, or the manner in which the University carries on the work related to the introduction of the equipment or material.
- 2.13 A “student” for purposes of this agreement, is a student who is registered in a minimum of three (3) full-time courses as described in the University Calendar.

ARTICLE 3 Management Rights

- 3.01 The Union acknowledges that it is the exclusive function of the University, subject to the provisions of this Agreement to:
- (a) maintain order, discipline and efficiency;
 - (b) establish and enforce reasonable rules and regulations covering the conduct, duties, methods of operation of the Employees not inconsistent with the provisions of this Agreement;
 - (c) hire, discharge, direct, classify, transfer, promote, demote, lay-off, suspend and otherwise discipline Employees;
 - (d) generally manage and operate Acadia University;
 - (e) also, the Union recognizes that the Board has retained, shall possess and may exercise all rights, functions, powers, privileges and authority vested in it by the laws of Nova Scotia, excepting only those matters specifically relinquished or varied by this Agreement.

ARTICLE 4 Future Legislation

- 4.01 In the event that any new law passed by the Government applying to Employees covered by this Agreement renders null and void any provision(s) of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of this Agreement.
- 4.02 If legislation applying to Employees results in greater rights or benefits than are in effect under this Agreement, such rights or benefit shall be deemed to form part of and be applicable to this Agreement.

ARTICLE 5 Recognition

- 5.01 The University recognizes the Union as the sole bargaining agent for classes of Employees listed in Appendix A.
- 5.02 When new non-faculty classifications or positions are developed that may belong in the Bargaining Unit and that conform to the terms of Article 2.02, 2.03, 2.04 or 2.05, the University agrees to notify the Union of such classifications or positions. The University further agrees to consult with the Union in determining whether such classifications or positions should be included in the Bargaining Unit. Should the Union and the University be unable to agree, the matter may be referred to the Nova Scotia Labour Board.

ARTICLE 6 Health and Safety

- 6.01 The University acknowledges its role to continue to make all reasonable provisions for the occupational health and safety of Employees. The University and the Union agree to consult with a view to adopting and expeditiously carrying out reasonable procedures and methods designed or intended to reduce or prevent the risk of Employee injury.
- 6.02 One member plus an alternate shall be chosen by the Union to serve on the University Joint Occupational Health and Safety Committee.
- 6.03 When an Employee is a member of the University Joint Occupational Health and Safety Committee, time to attend and reasonable time to prepare for meetings of the Committee and to carry out their functions as a member of the Committee, shall be deemed to be work time for which the Employee shall be paid by the University at the applicable rate.
- 6.04 The University shall publish the names of the Committee members and the minutes of the most recent Committee meeting shall be posted and remain posted in a prominent place or places in the University until the next subsequent minutes are available.
- 6.05 The Committee's function is:
- (a) the receipt and investigation of matters and complaints;
 - (b) participation in inspections, inquiries and investigations concerning the occupational health and safety of Employees;
 - (c) provision of advice on individual protective devices, equipment and clothing;
 - (d) establishment at the workplace of a prevention program;
 - (e) performance of any other duties assigned to it by agreement between the University or the Union, or as are established by provincial regulations;
 - (f) recommendation to senior administration of a course of action.

6.06 The Committee, or an Employee who so requests in writing, shall receive reports of inspections made and environmental tests taken at the workplace.

6.07 Refusal to Work:

- (a) Any Employee may refuse to do any act at their place of employment where they have reasonable grounds for believing that the act is likely to endanger their health or safety or the health or safety of any other Employee until:
 - (i) the University has taken remedial action to the Employee's satisfaction;
 - (ii) the Safety Committee has investigated the matter and unanimously advised the Employee to return to work; or
 - (iii) an officer of the Nova Scotia Occupational Health and Safety Division has investigated the matter and has advised the Employee to return to work.
- (b) Where an Employee exercises their right to refuse to work pursuant to 6.07(a), the Employee shall:
 - (i) immediately report it to their Department Head/Supervisor;
 - (ii) where the matter is not remedied to the Employee's satisfaction, report it to the Committee or their representative, if any;
 - (iii) where the matter is not remedied to the Employee's satisfaction after the Employee has reported pursuant to clauses (i) and (ii), the Employee can report it to the Nova Scotia Occupational Health and Safety Division.
- (c) Subject to the provisions of this Agreement, where the Employee refuses to do work pursuant to 6.07(a), their employer may reassign the Employee to other work and the Employee shall accept the reassignment until the Employee is able to return to work.
- (d) Where an Employee is reassigned to other work pursuant to 6.07(c), the University shall pay the same wages or salary and grant the same benefits as they would have received had they continued in normal work.
- (e) Where an Employee has refused to work pursuant to 6.07(a) and has not been reassigned to other work, the University shall, if the Employee's refusal is upheld, pay the Employee the same wages or salary and grant her/him the same benefits as the Employee would have received had the Employee continued to work, until the provisions of clauses (i), (ii), or (iii) of 6.07(a) have been met, but the Employee is not entitled to wages, salary or other benefits for that period if their refusal is not upheld.
- (f) A reassignment of work pursuant to 6.07(c) is not discriminatory action as defined in Section 25 of the Occupational Health and Safety Act.
- (g) An Employee may not, pursuant to this clause, refuse to use or operate a machine or thing or to work in a place where:
 - (i) the refusal puts the life, health or safety of another person directly in danger, or
 - (ii) the danger referred to in 6.07(a) is inherent in the Employee's work.

- (h) Where an Employee exercises their right to refuse to work pursuant to 6.07(a), no Employee shall be assigned to do that work until the matter has been dealt with under that subsection, unless the Employee to be assigned has been advised of:
 - (i) the refusal by another Employee;
 - (ii) the reason for the refusal; and
 - (iii) the Employees' rights pursuant to Article 6.07.

- (i) Reporting:
 - (i) Where an Employee exercises the right to refuse to work under the Occupational Health and Safety Act or where the Employee believes that any condition, device, equipment, machine, material, or thing or any aspect of the workplace is or may be dangerous to health or safety or that of any other person at the workplace, the Employee shall immediately report it to the Employee's Department Head/Supervisor and the Joint Occupational Health and Safety Committee.
 - (ii) Where an Employee reports, as required in 6.07(i)(i), and the matter is not remedied to the Employee's satisfaction, they shall report it to the Nova Scotia Occupational Health and Safety Division.

6.08 Accessibility

- (a) The University agrees to provide access to buildings for persons with disabilities as per the *Nova Scotia Building Access Act*.
- (b) The University will attempt to provide Employees who qualify for and possesses an Accessible Parking Identification Permit and/or Plate issued by the Province of Nova Scotia with a parking space immediately adjacent to the building housing their office. Accessibility needs should be addressed in a timely manner.

ARTICLE 7 No Discrimination

7.01 The Parties agree that there shall be no discrimination, interference, restrictions, or coercion exercised or practiced by either party with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, or discharge by reason of age, race, colour, creed, national or indigenous origin, political affiliation or activity, religious affiliation, belief of practice, sex, sexual orientation, gender identity, gender expression, marital or family status, lawful sexual activity, place of residence, physical or mental ability, or membership or activity in the Union.

7.02 If the Employee so chooses, in a matter alleged sexual and/or personal harassment, they may pursue the matter through the Grievance Procedure, Article 11.

7.03 The Parties acknowledge that the commitment to no discrimination may give rise to the duty to accommodate. The Employer has a duty to accommodate Employee subject to the requirements of the Nova Scotia *Human Rights Act*. The Parties agree that in such circumstances there shall be a reasonable accommodation up to the point of undue hardship to the Employer.

7.04 The Union acknowledges the Employer's implementation of the Acadia Harassment and Discrimination Policy.

ARTICLE 8 Security and Check-off

8.01 All new Employees coming within the Bargaining Unit shall become and remain members of the Union as a condition of employment.

8.02 Within two (2) days of the signing of this Agreement, the Union shall advise the Department of Human Resources of the amount of its regular Union dues. Thereafter, the Union shall advise the Department of Human Resources in writing of any changes in the amount of regular Union dues, and the University shall take not more than one month to put these changes into effect. However, such changes shall not be made more than twice each year during the term of this Agreement and that such changes involve only fixed amounts.

8.03 The University shall deduct bi-weekly Union dues as assessed by the Union from the salaries of all Employees in the Bargaining Unit on a continuing basis. Deductions for the new Employees shall begin on the first day of hire.

8.04 Once in every month the University shall electronically remit to the Union, in Excel format (or other format from time to time as agreed by both parties), the dues deducted in accordance with Article 8.03, no later than the 15th day of the following month, accompanied by a list of Employees and the amounts deducted from each Employee in the Bargaining Unit.

The employer shall electronically remit, in Excel format (or other format from time to time as agreed by both parties), the following information to the Union by June 30 and January 1 each year: Employee number, name, address, home telephone, Acadia e-mail address, terminations, transfers, layoffs, reclassifications, and provide a copy to the Chief Shop Steward.

8.05 The Union agrees and shall indemnify and save harmless the University from any liability or action of any kind that may arise out of deductions made from the pay of any Employee pursuant to Article 8.01, 8.02, 8.03 and 8.04.

ARTICLE 9 Union-Management Relations

9.01 In matters concerning the administration of this Agreement, the University agrees to meet only with representatives officially appointed by the Union. The Union agrees to provide the University with the names of their representatives at the beginning of each contract year and as representatives are changed. The University shall provide a list of unit heads with whom the Union may be required to conduct business.

9.02 The Union shall have the right at any time to have the assistance of the SEIU Local 2 Business Agent or any other representative officially designated by the Union under Article 9.01 when dealing or negotiating with the University.

9.03 The University agrees that a Union steward will be given an opportunity to interview each new Employee within regular working hours without loss of pay for fifteen (15) minutes, sometime during the first fourteen (14) days of employment.

ARTICLE 10 Labour/Management Committee

10.01 The Labour/Management Committee shall consist of a maximum of three representatives each, or their named alternates, from the University and the Union. The purpose of the Committee is to meet and confer on matters of mutual interest, excluding any issue which is currently being dealt with under the provision of Article 11 – Grievance Procedure, or Article 12 – Arbitration.

10.02 The Union members of the Labour/Management Committee shall be the Union Chief Shop Steward, one other elected union representative, and one other Union member relevant to the issues under discussion, or alternates. The University members shall include the Executive Director of Human Resources and other senior administrators relevant to the issues under discussion.

10.03 The Chairperson will prepare an agenda at least one (1) week prior to the meeting. One University representative and one Union representative shall serve as joint chairpersons and shall alternate in chairing meetings. Each party shall notify the other when changes in representatives occur.

10.04 Function:

The Labour/Management Committee shall:

- (a) normally meet once every two (2) months, or more or less frequently, at the request of either party;
- (b) discuss and resolve workplace issues as well as issues that might lead to grievances, but not grievances themselves;
- (c) discuss, develop, and implement programs and policies to improve the workplace within the terms of this Agreement.

10.05 This Committee shall not be a prerequisite to a grievance as outlined in Article 11.

ARTICLE 11 Grievance Procedures

11.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement. There shall be no discrimination, harassment or coercion of any kind as outlined in the Acadia Harassment and Discrimination Policy against any Employee who elects to use these procedures. Probationary Employees shall have the right to grieve in all cases except the Employee's discharge. A working day, for the purposes of this article, is defined as being a Monday, Tuesday, Wednesday, Thursday, or Friday, except when any of these days is a general holiday.

11.02 In order to provide an orderly, speedy procedure for settling of grievances, the University acknowledges the participation of the Union Stewards and the Union Grievance Committee. A Steward may assist any Employee whom the Steward represents in preparing and presenting their grievance in accordance with the Grievance Procedure.

11.03 The University agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that Stewards are

employed full-time by the University and that they will not leave their work during the working hours except to perform their duties under this Agreement. Therefore, no Stewards shall leave their work without obtaining the permission of the Department Head/Supervisor. Such permission will not be unreasonably denied. Time spent in processing steps of the grievance during work hours shall be considered time worked.

11.04 Copies of all grievance and replies thereto are to be sent to Human Resources and the Chief Shop Steward.

Step 1

The Employee, accompanied by their Steward, shall within seven (7) working days after the circumstances giving rise to the alleged grievance have arisen, present their complaint in writing to their Department Head/Supervisor. In consultation with the Human Resources, their Department Head/Supervisor shall reply in writing to the Steward within seven (7) working days of receipt of the grievance.

If the reply at Step 1 is unsatisfactory, the grievance may be submitted to Step 2 within seven (7) working days from receipt of the reply.

Step 2

In an Academic department this step will be dealt with by the appropriate Dean or University Librarian in consultation with Human Resources. In an Administrative department, this step will be dealt with by the appropriate Manager, Director, Associate Vice-President, or Vice-President, in consultation with Human Resources.

Step 2 shall commence from presentation of the written grievance to the appropriate Dean, Head or Director, etc. A decision shall be rendered in writing to the Steward within seven (7) working days from receipt of the grievance.

If the reply at Step 2 is unsatisfactory, the grievance may be submitted to Step 3 within seven (7) working days from receipt of the reply.

Step 3

Step 3 shall commence from presentation of the written grievance to Human Resources. A decision shall be rendered in writing to the Steward within six (6) working days from receipt of the grievance.

If the reply at Step 3 is unsatisfactory, the grievance may be submitted to Step 4 within six (6) working days from receipt of the reply.

Step 4

Failing a settlement under the above procedure of any difference between the parties arising from the interpretation of this Agreement, including any questions as to whether the matter is arbitrable, such difference or questions may be taken to arbitration provided in Article 12. If the Union wishes to proceed to arbitration, it shall notify Human Resources in writing within six (6) working days after the decision is given in Step 3. If no written request is forwarded by the Union to Human Resources within six (6) working days of the decision in Step 3, the grievance will be deemed to have been settled or abandoned.

- 11.05 The time limits set forth in this article may be varied by mutual written consent of the parties of this Agreement.
- 11.06 If a grievance is not carried by the Union to the next step of the Grievance Procedure within the time limits specified in Article 11 or as mutually agreed, it shall be deemed to have been settled. If the grievance is not answered by the University within the time limits specified or agreed upon, the Union may proceed to the next step in the Grievance Procedure.
- 11.07 When a dispute involving a question of general application or interpretation occurs or where a group of Employees or the Union has a grievance, the grievance may be initiated at Step 2 of the Grievance Procedure.
- 11.08 In order to facilitate an orderly and confidential investigation of grievances, the University shall make available the temporary use of a private office or similar facility. The University shall also supply the necessary facilities for the grievance meeting.
- 11.09 After the grievance has been initiated by the Union, University representatives shall not enter into discussion or negotiation with respect to the grievance with the aggrieved Employee without the consent of the Union.
- 11.10 In the event of a suspension or discharge, Steps 1 and 2 of this procedure may be bypassed and the grievance may commence at Step 3.

ARTICLE 12 Arbitration

- 12.01 When either party requests that a grievance be submitted to arbitration, such request shall be in writing and shall notify the other party of its desire to submit the difference or allegation to arbitration. No matter shall proceed to arbitration unless it has first been raised as a grievance and has not been finally disposed of in accordance with Article 11.
- 12.02 Within six (6) working days of receipt of notice, the parties will meet to select a single arbitrator. If the parties are unable to agree on a single arbitrator, the Minister of Labour for Nova Scotia shall, on the request of either party, name an arbitrator.
- 12.03 The Arbitrator named under this provision shall hear relevant evidence adduced relating to the difference or allegation and the decision shall be final and binding upon the parties and upon any person on whose behalf this Agreement was made.
- 12.04 The Arbitrator shall have the power to modify or set aside any penalty imposed by the University relating to the disciplinary matters before them, but shall not have the power to add, subtract or modify any terms of this Agreement, or to make any decision inconsistent with this Agreement.
- 12.05 Each party shall share the cost of remuneration and expenses of the Arbitrator not paid for by the Department of Labour.
- 12.06 The time limits set forth in this article may be varied by mutual consent of the parties to this Agreement.

ARTICLE 13 Discipline, Suspension and Discharge

- 13.01 An Employee may not be disciplined except for just cause and the Employee shall be informed within three (3) working days from such disciplinary action, with written reasons including relevant dates. A copy of such disciplinary action shall be sent to the Union within the same three (3) day period. Notice of suspension or discharge shall be issued by the Department Head/Supervisor or designate, but only after such notice is reviewed by an officer of the Department of Human Resources.
- 13.02 The University and the Union agree to the concept of progressive discipline; however, where there is just cause the University has the right to choose the form of discipline. The following are considered forms of discipline:
- (a) verbal warning
 - (b) written reprimand
 - (c) suspension
 - (d) discharge
- Any documented disciplinary action by the University is subject to grievance.
- 13.03 When an Employee alleges that they have been suspended without pay or discharged in violation of Article 13.01 the Employee may, within six (6) working days of the date on which they were notified in writing, invoke the Grievance Procedure, including arbitration as set out in this Agreement. The Employee shall lodge their grievance at the Step 2 level of the Grievance Procedure.
- 13.04 Where, as an outcome of a grievance or arbitration, it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Article 13.01, that Employee shall be immediately reinstated in their former position according to the terms of the grievance or arbitration award and all records pertaining to the grievance or arbitration shall be removed from the Employee's personnel file.
- 13.05 Where the University notifies an Employee in writing of any expression of dissatisfaction concerning the Employee's work, the Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the Employee's personnel file.
- 13.06 The University agrees that there shall only be one personnel file for each Employee, maintained in the Human Resources Department, and that no document relating to the Employee's conduct or performance may be used against the Employee in the grievance procedure nor at arbitration unless the Employee has been provided with a copy of such document and such document is part of said file.
- 13.07 The University recognizes the right of Employees to have Union Stewards present at disciplinary meetings with their Department Head/Supervisor. A Union representative may, at the request of the Employee, be present at a meeting with the Employer where the employee is being interviewed in regard to an incident(s) which may reasonably be anticipated to result in the Employee being disciplined according to Article 13.02. In such instances the Employee will make the Department Head/Supervisor aware, in advance, of their intent to have a Union representative present.
- 13.08 In the event that the behavior giving rise to the disciplinary action was related to mental health and/or the use of alcohol or drugs, the Employer will give consideration as part of any disciplinary action if the Employee is actively participating in treatment.

ARTICLE 14 Strikes and Lockouts

- 14.01 The University agrees that it will not cause or direct, during the term of this Agreement, any lockout of its Employees and the Union agrees that during the term of this Agreement, there will be no strike or other collective action which will stop, curtail or interfere with the University's operations.

- 14.02 The Union and University agree that during a strike or lockout Employees in the SEIU Local 2 Bargaining Unit shall not be required to perform work normally performed by University Employees who are not included in the Union Bargaining Unit. This provision applies to a strike or other work stoppage by University Employees not in the Union Bargaining Unit.

ARTICLE 15 Union Stewards

- 15.01 The University agrees to recognize Stewards appointed by the Union, and the right of the Union to appoint up to five (5) Stewards, which includes the Chief Shop Steward.

- 15.02 The University recognizes that it is the function and duty of Stewards to assist in the administration of this Agreement which may require the Stewards to leave their jobs during the work day. A Steward shall obtain the permission of their Department Head/ Supervisor before leaving their job and such permission will not be withheld without reasonable cause. If a grievance or potential grievance is the reason for the Steward leaving the job, every effort shall be made by the Department Head/Supervisor to grant permission. The Employee shall provide at least one (1) working day advance notice of the request to leave the job whenever possible.

- 15.03 The University recognizes the right of Employees to have Union Stewards present when meeting with their Supervisors at disciplinary meetings or meetings at which it may reasonably be anticipated will lead to disciplinary action and will be afforded time by the employer, where necessary at the request of the Employee, to ensure that a Steward is present.

- 15.04 The Union shall notify Human Resources in writing of the name of each Steward and the name of the Chief Steward. This notice shall be provided within five (5) working days of the appointment.

- 15.05 The University agrees to recognize the Chief Shop Steward of the Union, or designate, as the person responsible for the general running of the Union and the contact of record. Therefore, the University may involve the Union Chief Shop Steward in matters concerning the interpretation and implementation of the contract and any matter which may arise which is of concern to the Union. This clause shall not, in any way, limit the role of the Stewards in carrying out their duties.

ARTICLE 16 Joint Meetings with University

- 16.01 The University shall permit time off to Employees who are members of the various joint University-Union Committees and Negotiation Committee for the purpose of attending

Committee meetings, and reasonable time to prepare for meetings, provided that the Employee obtains approval from their Department Head/Supervisor prior to the meeting.

16.02 The Employee shall, whenever possible, make their request for time off to attend regularly scheduled committee meetings at least two (2) full working days before the meeting.

16.03 The need of the University to provide service shall at all times take precedence over Committee obligations. The University and Union recognize the need for effective Committees; therefore, attendance at Committee meetings shall not be unduly withheld by the Department Head/Supervisor.

ARTICLE 17 Seniority

17.01 Seniority of members of the Bargaining Unit is defined as length of continuous service with the University in a Bargaining Unit position.

17.02 The University recognizes the role of seniority in promotions and job postings as specified in Clause 18.03.

The University recognizes the role of seniority in lay-off and recall as specified in Article 20.02 and 20.03.

17.03 The seniority and employment rights of an Employee shall be lost and all rights forfeited and there shall be no obligation to rehire when the Employee:

- (a) resigns or otherwise terminates their service by a voluntary act, in writing;
- (b) is discharged for just and reasonable cause and is not reinstated at or before an arbitration hearing;
- (c) is laid off work for a period of one hundred and eighty (180) consecutive days or a total of one hundred and eighty (180) calendar days within an eighteen (18) month period. This clause does not apply to sessional Employees and their annual work interruptions.
- (d) fails to return to work upon expiration of an approved leave and after being notified by the University to return;
- (e) transfers to a position outside the Bargaining Unit for a period exceeding one hundred and eighty (180) days or a longer period agreed upon by the Union and the University, in writing, in a special case;
- (f) is absent without leave for three (3) consecutive days without notification to the University (unless such notification is impossible due to circumstances beyond the Employee's control);
- (g) is absent from work due to illness or accident for twenty-four (24) continuous months;
- (h) fails to report to work within ten (10) working days from the time they receive notice of recall by registered mail.

17.04 After completion of the probationary period, seniority shall be effective from the date of employment.

17.05 An Employee on a leave of absence without pay approved by the University or on layoff shall retain but not accumulate seniority rights for the duration of that leave or lay-off.

- 17.06 The University agrees that an Employee shall not be transferred out of the Bargaining Unit without that Employee's consent.
- 17.07 The University shall provide the Union with a list of Employees, indicating their seniority, on November 1 of each year.
- 17.08 Employees of the University who transfer from outside the Bargaining Unit into positions in the Bargaining Unit shall not retain previously earned seniority.

ARTICLE 18 Job Posting

- 18.01 When a job vacancy, a leave replacement per Article 27 of twelve (12) months or more, or a new position occurs within the Bargaining Unit, the University shall post for at least five (5) working days a notice of such vacancy or vacancies, describing the job available, the qualifications required, and the date by which written application for the job must be received by the Department of Human Resources. The posting procedures, as outlined in this article, shall apply to all positions within the Bargaining Unit. The University shall also send electronically a link to all AUPAT postings (AUPAT Grade 4 or under) to the executive of the Bargaining Unit.
- 18.02 Competition for a job vacancy or a new position shall be open to all Employees except new Employees serving a probationary period or temporary Employees as defined in Article 2.05. Competition for a leave replacement shall only be open to Employees in a lower graded position in the same job classification except new Employees serving a probationary period or temporary Employees as defined in Article 2.05. Ongoing Employees on unpaid leave (including sessional leave), and those temporarily seconded to roles outside of the SEIU Bargaining Unit, will be considered internal applicants if in good standing with the Union. Such vacancies shall first be offered to qualified Employees within the Bargaining Unit who have applied in writing within the time allowed by the notice in accordance with Article 18.01. On inquiry to the Department of Human Resources, Employees shall be provided with available information about a posted position in confidence. An Employee submitting a job posting application shall include in the application a completed University approved job posting form.
- 18.03 Among competing applicants within the Bargaining Unit for a posted vacancy, the University shall consider the following requirements: training and experience, demonstrated performance and ability, skills and aptitudes. Where two or more candidates are deemed to be relatively equal by the selecting Department Head/Supervisor, seniority shall be the determining factor.
- 18.04 When an Employee is successful in their job posting application, they shall transfer to the new position on a date mutually agreed upon by the hiring Department Head/Supervisor but no later than twenty (20) working days from the date of the University's written confirmation of appointment to the Employee.
- 18.05 An Employee who transfers to a higher graded position in the Bargaining Unit through job posting shall have their salary established at rate one (1) for the new classification for a period of 60 working days, after which the Employee will have their salary established at rate two (2) for the classification, provided they have successfully completed their 6-month probationary period in their prior position.

An Acadia Employee who transfers from a position that is not classified within the SEIU Bargaining Unit will have their salary established at rate two (2) for the classification, provided they have successfully completed the probation period from their initial appointment and their current salary is at or above the rate two (2) amount. If their current salary is lower than the rate (2) amount, their salary will be established at rate one (1) for the classification or remain at the current rate, whichever is higher, for a period of 60 working days, after which the Employee will have their salary established at rate two (2) for the classification.

- 18.06 When an Employee is an unsuccessful applicant for a job posting competition within the Bargaining Unit, the Employee shall be notified in writing by the Department of Human Resources on behalf of the hiring Department Head/Supervisor. The notification shall be sent to the Employee within five (5) working days of the hiring. The letter shall state reasons why the Employee's application was not successful. Upon request, the Employee may discuss career counseling with a representative of the Department of Human Resources.
- 18.07 Nothing in this article shall be interpreted to limit the right of the University to advertise and recruit outside the Bargaining Unit for a job vacancy, a new position, or leave replacement, provided Employees within the Bargaining Unit are given first consideration for the job vacancy, new position, or a leave replacement in accordance with Articles 18.02 and 18.03. It is agreed that qualified applicants from within the Bargaining Unit shall be interviewed and considered before external candidates are interviewed and considered, except that the University may advertise and recruit externally simultaneously with internal job posting, for Clerk and Administrative Assistant vacancies at Salary Grade 1, or for Library Support and Technician positions at Grade 2, as in Appendix B. All other external advertising and recruitment for Bargaining Unit vacancies shall begin only after applications from Employees in the Bargaining Unit have been fully considered as provided in 18.03 and such Employees have been advised in writing of the success or rejection of their application.
- 18.08 To enable the continuing employment of an individual Employee, the University and the Union may agree, on a case by case basis, to suspend normal posting procedures.
- 18.09 The University shall supply a copy of job postings for vacant Bargaining Unit positions to the Union Chief Shop Steward, at or prior to the time of posting.
- 18.10 Application Processing
- a) In the event the successful applicant, as defined in Article 19.08, through job posting, proves during the trial period to be either unsatisfactory in the new position or is unable to perform the duties of the new job classification, they shall be returned to their former position. Any other Employee appointed to a new position because of the posting of an Employee shall be returned to their former position. Should the former position no longer exist, the Employee shall be transferred to a position within the Bargaining Unit. Pay will be at the normally assigned rate for the position.
 - (b) If an Employee submits an application for a posted vacancy after the closing date for internal applications, the Employee's application will be considered, for the purpose of recruiting and interviewing, as an applicant from outside the Bargaining Unit.

ARTICLE 19 Appointments, Probation, Trial Period, and Staff

- 19.01 All initial appointments of Employees shall be probationary for a period of six (6) calendar months. Absences shall not be considered working days for the purposes of this article. Every offer or confirmation of appointment shall be in writing and forwarded to the Employee by the Department of Human Resources.
- 19.02 Each Employee shall be notified in writing by the Department of Human Resources at least two (2) weeks before the expiry date of the applicable probation period as to whether their appointment is terminated or confirmed. If being terminated, the Employee shall receive written notification of the reasons for such action.
- 19.03 After a probationary Employee has served three (3) months in a position, their work performance shall be discussed by the Department Head/Supervisor and the Employee.
- 19.04 Probationary Employees shall be entitled to all employment and seniority rights of this Agreement except posting rights (Article 18), and Long Term Disability Insurance. It is recognized, however, that a probationary Employee is serving a probation period to determine competence and suitability for a particular position and may be terminated if, in the Employer's judgment, they do not meet reasonable standards established by the Employer.
- 19.05 Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.
- 19.06 All probationary Employees shall be required to pay Union dues.
- 19.07 The probationary period of an Employee may be extended by mutual consent of the Union and the Employer for up to an additional three (3) months.
- 19.08 A regular full-time or regular part-time Employee who is the successful applicant through job posting shall be placed on a trial period for sixty (60) working days. Absences shall not be considered as working days for the purpose of this article.

If a regular full-time or regular part-time Acadia Employee in a position that is not classified within the SEIU Local 2 Bargaining Unit is the successful candidate through external competition, s/he shall also be placed on a trial period for sixty (60) working days.

ARTICLE 20 Lay-Off, Termination and Resignation

- 20.01 It is the agreed intention of the University and the Union to work together to foresee and reduce the adverse effects of significant changes in University operations and to address the Employee's fear of loss of employment and earnings which may be caused by proposed changes.
- The University will attempt to bring about staff reductions through attrition and relocation.
- 20.02 It is agreed and understood that the qualifications outlined in Article 18.03 shall be the governing factors in determining whether an Employee has the ability to perform the work available in all cases of layoff.

If the Employees in the affected classification and grade have the same Employee definition per Article 2.02, 2.03 or 2.04 and, in the University's judgment, are relatively equal per the qualifications in Article 18.03, then the Employee with the least seniority within the classification and grade will be laid off and the senior Employee will be transferred to fill that position. The senior Employee must accept Bargaining Unit work when offered by the employer. Failure to accept such Bargaining Unit work will result in the loss of all seniority and employment rights where the work offered is at an equal rate of pay in the same classification.

20.03 It is agreed and understood that the qualifications outlined in Article 18.03 shall be the governing factors in determining whether an Employee has the ability to perform the work available in all cases of recall. Where these abilities, in the University's judgment, are relatively equal between Employees in the same job classification and grade, then seniority shall prevail.

If the Employee is employed elsewhere and is recalled for permanent full-time, part-time or sessional Bargaining Unit work, the Employee must accept Bargaining Unit work if offered. Failure to accept a recall will result in the loss of all seniority and employment rights

20.04 The University shall give notice of recall by registered mail to the last recorded address of the Employee. The Employee shall keep the University advised at all times of their current address. The Employee shall return to work within ten (10) working days from the time that they receives notice of recall unless, on reasonable grounds, they are unable to do so.

20.05 Subject to Article 20.04, no new Employees shall be hired into vacant positions as long as there are qualified Employees on the recall list available to fill such positions.

20.06 An Employee is expected to give reasonable notice of their intention to resign, having in mind the nature of their duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not, in any case, be less than two (2) weeks. This notice will be provided in writing to the Employee's Department Head/Supervisor, the Director of Human Resources, and the Chief Shop Steward.

20.07 Sessional Employees on continuing appointments:

- (a) shall have the same rights under this article as full-time Employees, and for the purposes of this article shall not be considered to be laid off during their annual work interruption;
- (b) shall be notified in writing by the Department of Human Resources regarding their dates of return to work at least two (2) weeks prior to the last working day of their current work period;
- (c) shall have the right to retain group insurance benefits during their work interruptions, provided they pay both employer and Employee premium costs.

20.08 Within four (4) weeks of an Employee being given notice of permanent layoff, they may choose a lump sum severance in lieu of all employment, seniority and recall rights. The amount of severance paid under this article is one and one-tenth (1.1) month's salary for each year of Bargaining Unit service to a maximum of fourteen (14) months. Severance shall be prorated for partial years of service.

20.09 For purposes of this article an Employee continuously employed and working 35 hours or more per week (in one or more positions) will be considered full time. Grade level shall be considered to be that of the lowest position currently held.

20.10 Contracting Out

- (a) The University 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 University shall notify the Union at least forty (40) days prior to any notice of layoff being issued to Employees, advising the Union of:
 - the nature of the contracting out;
 - the date upon which the University proposes to effect the change;
 - the name and position of any Employee who will potentially be laid off.
 - (ii) Within five (5) days of notification pursuant to Article 20.10 (a)(i), the parties agree to establish a joint committee and meet. The joint committee shall consist of two (2) members appointed by the University and two (2) members appointed by the Union Local, to consider means of minimizing the adverse effects on Employees, including a review of alternatives to contracting out. The joint committee shall complete all deliberations within twenty (20) days from the time the committee first meets. The deliberations of the joint committee shall remain confidential until a decision by the University to layoff is confirmed or other arrangements are agreed. A failure to meet, on behalf of the Union, shall not prevent the University from contracting out.
 - (iii) In the event that the University contracts out work, the University agrees to include as a condition of the contract a requirement to give preference to such Employees who are available and have the necessary skills to perform the work. The parties agree that, where an Employee accepts a job offer with the contractor, the Employee shall be eligible for 50% of the normal severance pay, due at termination of Acadia employment, as specified under Article 20.08, if employment is terminated by the contractor within six (6) months.
 - (iv) Employees laid off as a result of contracting out shall receive notice in writing as follows:
 - forty (40) days' notice if their period of employment is two (2) years or less;
 - five (5) additional days' notice for every year of employment in excess of two (2) years;
 - 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.
- (b) Employees who have been given notice of lay-off as a result of contracting out may choose to exercise one of the following options:
- (i) Where provided, under Article 20.10 (a) (iii), the Employee may accept a job offer with the contractor.

- (ii) The Employee may be transferred in accordance with Articles 20.02 and 20.03.
- (iii) The Employee may exercise their option for severance pay in accordance with Article 20.08.
- (iv) The Employee may exercise their recall rights in accordance with Article 20.04.

ARTICLE 21 Hours of Work

- 21.01 Subject to Article 21.04, the work week for full-time Employees shall be thirty-five (35) hours per week. The standard work week shall be from midnight Sunday to the following Sunday at midnight.
- 21.02 For full-time Employees, the work week of thirty-five (35) hours shall usually be five (5) days per week between Monday and Friday inclusive with two consecutive days off and a minimum of one (1) hour for a meal break, but an Employee may be scheduled by the University, for a regular work week other than Monday to Friday and other than between the hours of 8:30 am to 4:30 pm.
- 21.03 All Employees are entitled to two 15-fifteen minute paid break periods each work day, normally in the middle of each half of the work period, but at a time scheduled by the Department Head/Supervisor. With the prior approval of the Department Head/Supervisor, the Employee may take their 15-minute break(s) consecutive with their meal break.
- 21.04 All full-time Employees in the Bargaining Unit will be scheduled to work thirty-five (35) hours per week except those Employees in positions specified in Appendix C.
- 21.05 It is the intention of the University that current working schedules be maintained. However, the University may reschedule work hours to meet the needs of the public and/or the efficient operation of the University. All Employees will be given a minimum of five (5) working days' notice of the change.
- 21.06 All Employees who have worked regularly scheduled evening shifts that include hours that fall between 7:00 pm and 7:00 am shall receive a lump sum premium paid on October 1 each year. The amount of this shift premium will be \$100 for each shift worked in their regularly scheduled work week. For example, if the Employee is scheduled to work two (2) of their regular five (5) shifts per week during these hours, a shift premium of \$200 will be paid.
- 21.07 The Department Head/Supervisor may approve flexible work hours, subject to operational requirements.
- 21.08 The Department Head/Supervisor may approve additional work hours (in quarter hour increments) which an Employee can accumulate up to a maximum of fourteen (14) hours. Time off may be used at a later date, as approved by the Department Head/Supervisor.

ARTICLE 22 Overtime

- 22.01 Subject to Article 21.04 overtime means time worked by an Employee in excess of their current work week. For the purpose of this section, "overtime" shall mean specifically hours

of work approved and scheduled in advance by the Department Head/Supervisor or designate.

22.02 The University shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among qualified Employees normally performing the work.
- (b) to give Employees who are required to work overtime as much notice as possible in the circumstances.

22.03 An Employee who works beyond their normal work week will be entitled to overtime credits. In computing overtime credit, every segment of a quarter ($\frac{1}{4}$) hour shall be regarded as one (1) complete quarter ($\frac{1}{4}$) hour.

22.04 Overtime hours shall be compensated at a rate of time and one-half ($1\frac{1}{2}$) in remuneration, or time and one-half ($1\frac{1}{2}$) earned time off, as determined by the Department Head/Supervisor when the overtime is authorized.

22.05 For the purpose of this article, hours off on approved leave with pay shall be counted as hours worked. Approved leave with pay includes sick leave, vacation leave, education leave and time off in lieu of overtime.

22.06 Subject to operational requirements, any overtime earned and compensated as time off rather than pay should be taken at a time mutually agreed upon between the Department Head/Supervisor and the Employee. If the Employee and the Department Head/Supervisor are unable to reach a mutual agreement, then the overtime earned and compensated as time off will be designated by the employer or paid out as outlined below.

However, in all cases, compensatory time earned

- in the period March 1 to August 31, but not taken by the following February 28, shall be paid out by May 31 of the same year, and
- in the period September 1 to February 28, but not taken by the following August 31, shall be paid out by November 30 of the same year.

ARTICLE 23 Call-Back

23.01 When an Employee has left their workplace and is called back to work by the Employee's Department Head/Supervisor or delegate and reports for work and such recall has not been scheduled in advance, the Employee shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for a minimum of four (4) hours.

23.02 If time off is granted to the Employee as compensation, the time off earned during the call-back shall be added to the Employee's normal overtime credits as per Article 22.04. Such time off taken by the Employee shall be scheduled by discussion between Employee and Department Head/Supervisor, in accordance with Article 22.06.

23.03 When an Employee, who is not on paid leave other than vacation, is contacted at home by the Employee's Department Head/Supervisor or delegate, and is required to perform a job

task before the Employee's next scheduled working hours, they will be compensated for the time required to perform the work, for a minimum of 30 minutes per issue.

ARTICLE 24 Paid Holidays

24.01 The University agrees that the following shall constitute paid holidays for Employees:

1. New Year's Day
2. Nova Scotia Heritage Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. First Monday in August
7. Labour Day
8. Truth and Reconciliation Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Eve Day
12. Christmas Day
13. Boxing Day
14. Up to two (2) days between Christmas and New Year's as specified by the University
15. Two (2) floating holiday per vacation year, to be taken on a normal work day, mutually acceptable to the Employee and the Department Head/Supervisor

and any other day that may be legislated by Federal or Provincial government as a national or provincial holiday or any other day of special application observed by the entire University.

24.02 When a paid holiday falls on an Employee's scheduled day off, they shall receive another day off at a time mutually agreed upon by the Employee and Department Head/Supervisor.

24.03 When a holiday falls within an Employee's vacation period, the holiday will not be counted as part of the vacation days.

24.04 To be eligible for paid holidays, an Employee must be at work or on approved leave with pay the last working day preceding the paid holiday and the first working day following the paid holiday, unless the Employee is absent with Department Head/ Supervisor approval and receiving full pay.

24.05 An Employee who qualifies for holiday pay and is required under their regular work schedule to work on that holiday, shall receive, in addition to pay at their regular rate, time off or pay on the basis of one and one-half (1½) hours for each hour worked as per Article 22.04.

ARTICLE 25 Annual Vacation

25.01 The twelve (12) month vacation year ends March 31 of each year. The last day of each month is the day upon which vacation entitlements are calculated. Employees shall earn vacation with pay at the following rates for each month of employment, provided they have worked or have been on approved paid leave for a minimum of ten (10) days in that month:

Monthly Vacation Entitlement Per Month	Years of Service as of March 31
1.250 days (15 days/year)	1 year or less
1.334 days (16 days/year)	2 years
1.417 days (17 days/year)	4 years
1.500 days (18 days/year)	6 years
1.584 days (19 days/year)	8 years
1.667 days (20 days/year)	10 years
1.750 days (21 days/year)	12 years
1.834 days (22 days/year)	14 years
1.917 days (23 days/year)	16 years
2.000 days (24 days/year)	18 years
2.084 days (25 days/year)	20 years
2.250 days (27 days/year)	22 years
2.334 days (28 days/year)	25 years or more

Vacation is not normally taken before it is accrued; however, Employees may request to borrow up to the Employee's entire year's entitlement (net of vacation days already taken in that vacation year) from future earnings, subject to approval from their Department Head/Supervisor and Human Resources. Such request shall not be unreasonably denied. A "day" for the purpose of calculating this advance, would be one-fifth (1/5) of the normal work week.

- 25.02 A maximum of ten (10) days' vacation entitlement will automatically be carried forward each April 1 to the next vacation year. Any accrued vacation time in excess of the ten (10) day carry forward shall automatically be paid out by May 31 of the year. This provision is not applicable to the extended illness or University request cases covered in Article 25.04.
- 25.03 Subject to operational requirements, the Department Head/Supervisor, in consultation with the Employee(s) shall determine the vacation schedule for Employees. Requests for vacation to be taken during the summer vacation period (June 1 – August 31) should be submitted by April 30th of each year. Employees shall request vacation dates on a seniority basis with the Employee having the greatest seniority having the first request. However, requests for summer vacation period that are received after April 30th of each year will be considered, on a first come, first served basis, after the requests that are received by April 30th. The vacation schedule shall not be changed except by mutual consent.
- 25.04 Where because of extended illness, parental leave or department requirements, an Employee is required to defer all or a portion of their annual vacation, such deferrals must be approved in advance by the Department Head/Supervisor and Human Resources.
- 25.05 On termination of employment,
- (a) an Employee shall be entitled to be paid out for any unused vacation
 - (b) in the event an Employee has borrowed vacation entitlement from future earnings and is laid off before the advanced vacation time has been earned back, the Employee is not responsible for the reimbursement of any outstanding vacation time to the Employer. However, should the Employee serve notice of resignation, s/he will be responsible for the reimbursement of all outstanding vacation time.
- 25.06 If an Employee suffers an illness or injury while on vacation leave, the Employee may request that their accumulated sick leave be substituted for that number of sick days that would otherwise have been vacation days. Such request shall be in writing to Human Resources within three (3) days return to work, with a copy to their Department

Head/Supervisor, and shall include a written report from the attending physician stating the nature and duration of the illness. The request shall be approved provided the evidence is satisfactory to the University.

25.07 When an Employee becomes subject to this Agreement, their earned daily leave credits shall be converted into hours, with one (1) day being equal to their normal hours of work per week, divided by five (5).

25.08 When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours scheduled for the Employee for the day in question.

ARTICLE 26 Sick Leave

26.01 Sick leave means the period of time an Employee is absent from work by virtue of being sick or injured, or quarantined by virtue of being exposed to a contagious disease.

26.02 An Employee shall be granted a sick leave entitlement at the rate of one and three-quarters (1¾) days with pay for each month of service to a total of one hundred and eighty (180) working days, except that an Employee shall not earn sick leave entitlement for any month in which the Employee has a leave of absence without pay.

26.03 When illness or injury causes absence from work, the following shall apply for sick leave to be approved:

- (a) The Employee shall advise the Department Head/Supervisor as early as possible that they will not be able to come to work due to illness and shall state an expected date of return to work, if known, and shall contact the Department Head/Supervisor regularly to keep the Department Head/Supervisor advised of the Employee's date of return to work.
- (b) At the discretion of the Human Resources Department, the Employee shall provide a medical report from the attending physician for periods of illness exceeding five (5) consecutive days. In cases exceeding five (5) consecutive days, the University may require a medical report(s) by a physician chosen by the University. Such report will verify the illness or inability to carry out normal duties and state the expected date of return to work. Failure to provide such evidence may result in disciplinary measures.
- (c) Frequent periods of sick leave may be reviewed by the University to determine if the Employee is medically fit to carry out their responsibilities. This review may be carried out in consultation with a physician chosen by the University and the Employee's physician.
- (d) Where the University deems it necessary, an Employee may be required to undergo, without cost to the Employee, medical examinations by a physician of the University's choice. This may include cases of repeated or prolonged absences. The Employee will receive a duplicate copy of the physician's report.

- 26.04 Excessive intermittent use of these benefits may be considered as chronic absenteeism, which may require the Employee to seek support, counselling, and/or other treatment to improve their attendance at work, at the University's request.
- 26.05 An Employee shall not be entitled to use sick leave while on a leave of absence without pay.
- 26.06 Employees are encouraged to schedule personal dental or medical appointments outside normal working hours, or to cause the least possible disruption, i.e., early morning, noon hour, or late afternoon. For infrequent appointments with a dentist or physician of short duration (less than 3½ hours) the Employee is permitted to take this time off without loss of pay or the need to make up this time. For frequent medical absences of short duration (less than three and one half (3½) hours each, but for five (5) or more absences in the month), a cumulative total number of hours missed each month will be reported on the monthly absence report (e.g., physiotherapy). Medical or dental appointments requiring half (½) a day or more are to be charged to the Employee's sick leave credit accumulation if available, or if an Employee and Department Head/Supervisor are agreeable, time off may be made up rather than charged to sick leave.
- 26.07 Employees shall be credited with sick leave as it is earned.
- 26.08 When the illness of a family member forces the Employee to take time off, the Employee may charge the time off to their sick leave credits, to a maximum of five (5) days in any one vacation year. This provision applies to the Employee's spouse, parents, parents-in-law, grandparents, children (including step-children), or any other person residing in the Employee's home.
- 26.09 When an Employee becomes subject to this Agreement, their earned daily leave credits shall be converted into hours, with one (1) day being equal to their normal hours of work per week, divided by five (5).
- 26.10 When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours scheduled for the Employee for the day in question.
- 26.11 An Employee returning to work upon the expiration of a period of sick leave shall return to their original or comparable grade level position unless absent for 24 continuous months as per Article 17.03.

ARTICLE 27 Leaves of Absence

- 27.01 Jury Duty or Court Leave
- (a) The University shall grant a leave of absence with pay to an Employee during the time when they are not available for work by virtue of being required to report for jury duty, to serve on a jury, or is subpoenaed or summoned to give evidence in court.
 - (b) The Employee shall return payment received for services in court to the University less payment for traveling and meals.

- (c) The Employee shall advise their Department Head/Supervisor immediately upon being served a subpoena or summons as a witness or a juror. The Employee shall provide the Department Head/Supervisor with a copy of the relevant document.

27.02

Maternity, Parental and Adoption Leave

- (a) The University shall abide by the regulations of the Nova Scotia Labour Standards Code with regard to maternity, parental and adoption leave.
- (b) During the maternity, parental and adoption leave, the Employee may claim benefits under the Supplementary Employment Benefit Plan as approved by the Government of Canada as outlined in Appendix D of this Agreement.
- (c) The University may, at any time, request a pregnant Employee to provide a physician's certificate stating the Employee is able to continue work. The University may require the Employee to commence a leave of absence at the time when the duties of her position cannot reasonably be performed by a pregnant Employee or the performance of the Employee's work is materially affected by the pregnancy.
- (d) An Employee requesting Maternity Leave shall, insofar as possible, provide the University with a physician's certificate stating that the Employee is pregnant and the anticipated date of birth. The Employee shall provide the Department Head/Supervisor with a written request for the leave no later than four (4) weeks prior to the beginning of the leave.
- (e) A medical certificate from a physician stating that the Employee is able to return to work should accompany such Employee notification if the Employee wishes to return to work on a date earlier than six (6) weeks from the date of delivery.
- (f) The University shall abide by the regulations of the Nova Scotia Labour Standards Code with regard to parental leave (which includes adoption leave).
- (g) An Employee returning to work from maternity/parental or adoption leave shall resume the position they held prior to the leave, except if that position was eliminated from the staff complement while the Employee was on leave, in which case they shall be placed in a position of similar responsibilities and classification. Salary will be set at the same rate in the salary table which is in effect on the date the Employee returns to work.
- (h) When leave is granted under this article, there shall be no loss of seniority or accrued benefits earned prior to the commencement of the leave. During the leave, the Employee does not earn sick leave, vacation or qualify for staff discounts on Acadia credit courses, but the Employee will continue to accrue seniority.
- (i) When Maternity, Parental or Adoption Leave is granted, the Employee shall be required to follow the regulations of the Acadia Group Insurance Plans, with respect to participation in the plans and premium payments.
- (j) An Employee on Maternity, Parental or Adoption Leave shall advise their Department Head/Supervisor if their intention is not to return to work. This notification shall be in writing and sent to the Department Head/Supervisor, with a

copy to Human Resources, no later than four (4) weeks prior to the expected date of return to work.

27.03 Compassionate Care Leave

- (a) A qualified Employee shall be granted Compassionate Care Leave in accordance with the provisions of the *Nova Scotia Labour Standards Code* as outlined in Appendix E.
- (b) Applications for compassionate leave must be made in writing to Human Resources, with a copy to their Department Head/Supervisor, as soon as possible of any intention to take a leave of absence under this article. The application must include a medical certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. If the Employee cannot provide the medical certificate ahead of the leave (such as if the family member resides in another province or country), the Employee may request the leave in writing, but must provide the medical certificate within fifteen (15) days of commencing the leave.
- (c) When leave is granted under this article, there shall be no loss of seniority or accrued benefits earned prior to the commencement of the leave. The Employee will be required to follow the regulations of the Acadia Group Insurance Plans, with respect to participation in the plans and premium payments.
- (d) An Employee returning to work from compassionate leave shall resume the position they held prior to the commencement of the leave. Pay will be at the normally assigned rate for the position.

27.04 Spousal/Partner Leave

- (a)
 - (i) An Employee shall be granted a leave of up to two (2) days with pay when their spouse or partner gives birth.
 - (ii) An Employee shall be granted a leave of up to two (2) days with pay if a child is adopted.
- (b) In cases warranting more time off than provided under 27.04(a), the Employee may apply for consideration under the provisions of Article 27.06 Emergency Leave.

27.05 Bereavement Leave

- (a) An Employee shall be entitled, upon request to the Department Head/Supervisor, to leave with pay, for the period of up to five (5) working days, in the event of the death of the Employee's mother, father, parent or childhood guardian, sister, brother, child, partner or spouse. Up to three (3) working days with pay shall be granted in the event of the death of an Employee's grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-mother, step-father, step-brother, step-sister, step-child, or person permanently residing in the Employee's household or for whom the Employee is the legal guardian.
- (b) In special circumstances where the Employee is required to travel outside mainland Nova Scotia to attend the funeral of a deceased relative in (a) above, special leave of up to two (2) additional days with pay may be granted upon application to the Department Head/ Supervisor.

- (c) An Employee shall be entitled to leave with pay up to one (1) day to attend the funeral of the Employee's relative not stated in (a) above.
- (d) An Employee shall be entitled to leave of absence with pay to attend the funeral of a deceased fellow Employee to a maximum of one-half day. In such cases the need to maintain service and the closeness of the relationship between the Employees shall be considered in determining whether time off can be granted. Approval must be obtained from the Department Head/Supervisor.
- (e) An Employee requesting bereavement leave shall discuss the amount of time off required with their Department Head/Supervisor, if possible, prior to their taking leave or immediately upon returning to work from leave. The amount of leave granted shall be determined by the provisions of Article 27, keeping the personal needs of Employees in mind.

27.06 Emergency Leave

- (a) The University may grant up to five (5) working days for leave of absence with pay to an Employee in an emergency situation sudden or immediate in nature. Emergency should be of a serious nature such as a flood or fire in the home or serious illness of a family member.
- (b) The Employee shall notify their Department Head/Supervisor as soon as possible stating that they will not be reporting for work due to the emergency and the nature of the emergency.
- (c) Emergency Leave with pay may be authorized by the Department Head/Supervisor if an Employee provides a written request for such leave to the Department Head/Supervisor stating the reasons for the absence. This request shall be provided to the Department Head/Supervisor before the leave begins, if possible, but no later than two (2) days after the Employee has returned to work after the emergency.

27.07 Political Leave

- (a) The University recognizes the right of every citizen to enter political life if they so desires. However, proper regard must be paid to the administrative, technical and service needs of the University. Leave of absence without pay will be granted to an Employee seeking election to public office in the Municipality, Parliament of Canada or Nova Scotia Legislature.
- (b) The length of leave may vary but shall not exceed the period from the date of official filing of nominations to a date seven (7) days after the election.
- (c) In the event of the candidate being defeated they will be entitled to resume their former position per Article 27.09 (c).
- (d) In the event the candidate is elected to Municipal Office, Parliament of Canada or Nova Scotia Legislature, they will be granted a leave of absence without pay for the term for which they have been elected. At the end of this time, if they decides to contest a second election, they will be required to resign their position. If they do

not wish to stand again, they will be entitled to resume their employment with the University but there is no guarantee of reinstatement in their former position.

27.08 Conferences and Seminars

- (a) Where an Employee is approved by the Department Head/Supervisor to attend conferences, meetings, seminars, or other professional development activities on behalf of the University, time off with pay shall be granted. All reasonable expenses such as registration fees, travel, meals and accommodation shall be paid by the University as per the University Travel Policy.
- (b) Upon return to the University from a conference, workshop, or seminar, the Employee shall present a summary of the program to the Department Head/Supervisor.
- (c) An Employee required to travel to and from a conference, meeting or seminar on a normal non-working day will be provided with reasonable time off to compensate for this travel time.

27.09 Leaves of Absence

- (a) Leaves of absence without pay for a period of up to but not exceeding twelve (12) Consecutive months may be granted to Employees with three (3) years' service or more. This leave, in whole or in part, may be renewed by mutual consent of the Department Head/Supervisor and the Employee, subject to the service needs of the University and availability of replacement staff.
- (b) The Employee shall submit a written request for leave to their Department Head/Supervisor stating the purpose and the dates of the requested leave. The leave may be granted if the Department Head/Supervisor is in agreement with the request and if suitable staffing arrangements can be made. The Employee shall return to that position held at the commencement of the leave or a similar position if the original position has been eliminated. Pay will be at the normally assigned rate for the position.
- (c) An Employee shall not be granted a second leave under the provisions of Article 27.09 unless six (6) years has elapsed from the conclusion of the previous leave.

27.10 Union Leave

Leave of absence with pay may be granted to an Employee to attend Union conferences, seminars, or relevant training. The Union shall make the request in writing to the Employee's Department Head/Supervisor, with a copy to the Department of Human Resources, stating dates, the Employee involved, and reason(s) for the leave. Any discussion arising from this request shall include the Employee. Upon being invoiced, the Union will reimburse the employer for all wages paid by the employer in addition to a fee of twenty percent (20%) to offset any other costs incurred.

27.11 Other Leaves

- a) Each vacation year, the University will grant Employees with a maximum of two (2) paid days for circumstances beyond the Employees control, such as; a police advisory for the

public to stay off the roads due to inclement weather conditions, motor vehicle breakdown, school closure where the Employee has elementary school age children.

- b) Except as otherwise provided, nothing in the Agreement shall restrict the right of the University, through the Department Head/Supervisor in consultation with the Department of Human Resources, to authorize leaves of absence, with or without pay, for emergencies or unusual circumstances.

- 27.12 The employer will notify the Union of all Employees who are on a leave of absence without pay.
- 27.13 If the request for leave of absence is denied the applicant shall be given notice of the reason(s) for the denial within twenty-one (21) working days.
- 27.14 The employer will grant leave with full pay to any Employee who is a volunteer fire fighter or search and rescue volunteer and who responds to an emergency situation summons during regular working hours.

ARTICLE 28 Temporary Assignment

- 28.01 Where an Employee is temporarily assigned by the Department Head/Supervisor to perform in the classification paying a higher rate, they shall be paid for the entire period of assignment at the rate applicable to such classification provided they have worked in the higher classification for a period in excess of five (5) consecutive working days.
- 28.02 Where an Employee is temporarily assigned by the Department Head/Supervisor to perform within a classification paying a lower rate, they shall be paid at their regular rate.
- 28.03 Where an Employee is temporarily assigned by the Department Head/Supervisor to a position outside the Bargaining Unit, the salary shall be determined by the University.
- 28.04 An Employee shall not be assigned to a temporary position outside of the Bargaining Unit without the Employee's consent.
- 28.05 On completion of the temporary assignment, the Employee shall return to their former position. Should the former position no longer exist, the Employee shall be transferred to a position within the Bargaining Unit. In the event that the Employee is transferred to a lower grade position, their salary in the new position will be no less than the salary received in their former position. Their salary will be frozen until such time as the salary for the classification and grade of the new position catches up with their frozen salary.
- 28.06 Temporary assignments shall not be extended past one hundred and eighty (180) days without the agreement of the Union and the Employee.
- 28.07 When the employer issues a temporary assignment to an Employee, such assignment shall be in writing stating the expected start date and expected duration of the assignment as well as the applicable salary.

ARTICLE 29 Absence from the University

29.01 No payment of salary shall be made in respect of any period during which an Employee is absent from their duties without approved leave.

ARTICLE 30 Technological Change

30.01 It is the agreed intention of the University and the Union to work together to foresee and reduce the adverse effects of significant technological changes as defined in Article 2.12 and to address the Employees' fear or loss of employment which may be caused by such changes.

30.02 The Department Head/Supervisor shall consult and meet with the Union and affected Employees, whenever practical, of technological changes as defined in Article 2.12, which may result in a reduction in the number of Employees required. This notice will be given one forty-five (45) days in advance.

30.03 An Employee whose work is significantly affected by Technological Change shall be given the opportunity to take training as determined by the University and at University expense to enable the Employee to carry out the duties of the changed job provided reasonable training would result in the Employee's skills meeting the requirements of the job.

30.04 Notwithstanding Article 30.03, when the University determines that reasonable training would not or did not result in Employee skills meeting the requirements of the job, the Employee shall be laid off in accordance with Article 20.

ARTICLE 31 Educational Assistance

31.01 Tuition Discount for Family Members

- (a) The academic fees charged to the children or spouse of an Employee, with respect to any or all credit courses taken at the University and the Acadia Divinity College, shall be one-half (50%) of the standard fees.
- (b) To qualify for this benefit, an Employee must be employed on a full-time basis from the first day of August prior to the beginning of the fall term for which the discount is being applied and prior to the first day of December for courses beginning in January. The minimum one (1) month employment requirement also applies for study in the Spring Session and/or Summer Session.
- (c) If the Employee resigns from the University, the child or spouse will be charged the standard registration fee on a pro rata basis.
- (d) To be eligible for the dependent tuition discount, the Employee must make application to the Department of Human Resources by the posted deadlines per the Human Resources Tuition Discount Policy.
- (e) Tuition discounts for retired or deceased Employee's families shall be in accordance with the Acadia University Tuition Discount Policy.

31.02 Tuition Discount for Full-time Employees

The benefits under Article 31.02 apply to only one (1) 3-hour credit course per academic session; fall, winter, spring, summer. An Employee must have the approval of their Department Head/ Supervisor and the Department of Human Resources to take a course for credit and must submit an application for staff discount to the Department of Human Resources prior to registering for the course. An Employee may take a maximum of two (2) 3-hour credit courses for credit during any one (1) academic session. An Employee may not register for more than one (1) session that has classes during the Employee's regular working hours.

- (a) (i) The University shall grant an Employee a discount in academic fees of one hundred per cent (100%) for a University course taken for credit up to a maximum of twelve (12) credit hours in the twelve (12) month period ending August 31 of each year in any Faculty of Acadia University. This may be at the request of the Department Head/Supervisor or upon the initiative of the Employee.
- (ii) Time off work with pay will be granted to attend classes and write examinations if the course cannot be taken at any time other than normal working hours. The course must be directly related to the Employee's present duties as determined by the Employee's Department Head/ Supervisor to qualify for this one hundred per cent (100%) discount.
- (iii) These benefits are not a taxable benefit to the Employee.
- (b) (i) The University shall grant an Employee a discount in academic fees of fifty per cent (50%) for a course taken for credit at the University that is not directly related to the Employee's job duties.
- (ii) To qualify for such discount, the course registration must be approved by the Department Head/Supervisor and the Department of Human Resources. If the course can only be attended during normal working hours, the Employee must make arrangements to make up the lost work or charge the lost work hours to earned vacation or overtime credits. Such arrangements must be approved by the Department Head/Supervisor.
- (iii) These benefits are a taxable benefit to the Employee.

31.03 Tuition Discount for Sessional Employees

Employees appointed to full-time sessional appointments shall be eligible to receive Employee and family discount benefits under Article 31, providing the Employee has:

- (a) worked at least eight (8) continuous months in the preceding academic year, and
- (b) been officially notified of a reappointment to another sessional appointment of at least eight (8) months duration.

31.04 Tuition Discount for Part-Time Employees

Employees working less than full time shall be eligible for the same tuition discount as full-time Employees reduced pro-rata for their percentage of full-time employment.

- 31.05 If an Employee resigns or is terminated for just cause from the University and continues in a course registered for in accordance with Article 31, standard registration fees will be charged on a pro rata basis.
- 31.06 Upon receiving final examination results, the Employee who has taken a credit course for which they have received a tuition discount shall provide a copy to the Department of Human Resources and the Department Head/Supervisor.
- 31.07 In all cases where an Employee registers for a credit course, it is understood that the need for the Employee to provide normal services shall be given priority over attendance at classes or other activities such as labs or exams. However, a reasonable effort shall be made to allow for the Employee to attend classes, labs and exams.

ARTICLE 32 Personnel Files

- 32.01 Any reprimand or warnings given in writing and becoming part of an Employee's file as per Article 13.06 shall be destroyed after twenty-four (24) months have elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.
- 32.02 When an Employee has a grievance, copies of documents in the file, referred to in Article 32.01, pertaining to the grievance will be made available to the Employee, provided that such copies do not violate the Freedom of Information & Protection of Privacy Legislation.
- 32.03 An Employee shall have access to their personnel file by providing Human Resources with a written request to do so.

ARTICLE 33 Classifications and Review

- 33.01 SEIU jobs shall be classified in accordance with the University Classification Plan. A University Joint Job Evaluation Committee ("JEC") is responsible for evaluating the jobs within the Bargaining Unit. The University agrees that the Union and the employer shall have three (3) representatives each on the JEC. The Union agrees to name its representatives on the JEC and to advise the University of any changes in Union representatives on the Committee.
- 33.02 Once per year an Employee or their Department Head/Supervisor may request, by the last working day of March, a review of their job classification only in cases where job duties and responsibilities being performed have changed sufficiently enough to warrant a review since the position was first awarded or previously upgraded whichever is more recent.
- Employees who have complaints regarding the job assignments delegated by their Department Head/Supervisor or their individual salary shall raise these and similar questions through the Grievance Procedure – Article 11.
- 33.03 A request for a job classification review shall be in writing from the Employee and/or Department Head/Supervisor and forwarded to the Chair of the JEC with a copy forwarded to the SEIU Chief Shop Steward stating:
- (a) the Employee's full name
 - (b) the name of the Department and place of work

- (c) the job in respect of which the review is requested
- (d) details of the reason(s) why the present classification is considered to be inappropriate and the justification for the classification which is considered to be correct
- (e) a description of the previous and current job duties being performed
- (f) full organizational chart for the department.

33.04 The JEC shall consider each request for a review and within thirty (30) working days from the last workday of March shall render a decision on the review. The JEC Chair shall immediately notify the person making the request of its decision.

If the Department Head/Supervisor or the Employee is not satisfied with the decision, then either party can make an appeal. It must be in writing to the JEC Chair within ten (10) working days of the decision, indicating the grounds for the appeal.

33.05 Decisions on salary adjustments arising out of an Employee's request for review shall be retroactive to the first working day of April. Should an Employee's position be reclassified, the Employee's salary will be established at rate two (2) of the new classification.

33.06 A committee review shall not be undertaken if the review involves a position which has been restructured or reorganized less than three (3) months prior to the last working day in March.

33.07 (a) Newly created positions may have a tentative evaluation set by the Department of Human Resources to facilitate recruiting for the position. The JEC must determine the classification within forty-five (45) working days of its creation.

(b) Vacant positions which have changed significantly since last reviewed should be evaluated by the JEC to confirm classification level prior to posting. Human Resources reserves the right to determine, for the purpose of this article, which vacant positions will be reviewed. The parties will make their best effort to convene the JEC as soon as possible to facilitate posting.

33.08 In the event that a position is downgraded through the JEC process, the Employee(s) currently in that position will experience no reduction in pay.

ARTICLE 34 Group Insurance and Pension Plan

34.01 The University Committee on Group Insurance shall continue to oversee all group benefits and make recommendations concerning changes in these benefits.

34.02 Employees are eligible to participate in the Group Insurance Plans, including dental. Participation shall be determined by the regulations of the respective plans. Employees are eligible to participate in the Pension Plan. Participation shall be determined by the regulations of the NS Public Service Superannuation Plan.

34.03 Health Spending Account

The University agrees to commit \$750 per year (pro-rated for appointments that are less than 12 months per year and/or less than 35 hours per week) to each qualified Employee's Health Spending Account on July 1 each year.

34.04 Once an Employee is absent from work due to illness or accident for twenty-four (24) continuous months the seniority and employee rights of the Employee shall be lost and all rights forfeited as per Article 17.03, the Employer is no longer responsible to pay benefit premiums.

ARTICLE 35 Salaries

35.01 Salary rates for Employees shall be set out in Appendix B for the years beginning 1 July 2021, 1 July 2022, 1 July 2023, 1 July 2024.

35.02 (a) New Employees hired during the term of this agreement will have their salary set at rate one (1) of the salary table for their classification and grade. Upon successful completion of their probationary period as per Article 19, their salary will be set at rate two (2) of the salary table for their classification and grade.

(b) If an employee has already served a six (6) month probation, and has had a separation of employment for not more than three (3) months, their salary shall be established at rate two (2) upon rehire if at the same grade level as their previous appointment.

35.03 Salary increases that are reached through collective bargaining shall apply only to those Employees on staff on or after the signing of the agreement.

35.04 Employees shall receive a one-time lump sum payment based on their annual salary as per the following:

- 1.5% lump sum as at 1 July 2022
- 1% lump sum as at 1 July 2023
- 1% lump sum as at 1 July 2024

ARTICLE 36 Miscellaneous

36.01 The University agrees that the Union shall have the right to post notices of meetings and other such notices as may be of interest to the Employees on Bulletin Boards.

36.02 The University agrees to allow the Union to make use of University facilities at the standard internal fee: duplicating facilities, computer services, and mail services.

36.03 The University agrees that the Union may use available rooms on campus for business meetings without charge.

36.04 (a) The Employee has the right to refuse to use their private automobile for University business.

(b) Where an Employee has been requested and agrees to use their private automobile for University business, they shall be paid at the standard University mileage rate.

36.05 All Employees shall be entitled to an Individual or Family Recreation Facility Pass, as appropriate.

ARTICLE 37 Work from Home

37.01 The Union and the Employer agree to follow the Employer’s Work from Home Policy – Staff and Guidelines.

ARTICLE 38 Revision by Mutual Agreement

38.01 The University and Union agree that any provision in this Agreement, except that relating to its duration, may be cancelled or amended by mutual consent.

ARTICLE 39 Performance Review and Professional Development

- 39.01 (a) The Department Head/Supervisor shall assess each Employee’s performance annually using the University-approved process.
- (b) The Department Head/Supervisor shall complete the assessment and discuss it with each Employee between November 15 and January 15 of each year. This discussion shall include reviewing performance and where appropriate setting work and training/professional development goals.
- (c) Employees have ten (10) working days after the date of the discussion per Article 39.01(b) to indicate in writing, or on the assessment form itself, their disagreement(s), if any, with the assessment. Any such letter will become part of the assessment document.
- (d) One (1) copy of the completed assessment form shall be given to the Employee and one copy shall be placed in the Employee’s personnel file maintained by Human Resources.
- 39.02 (a) An Employee may submit requests to the Department Head/Supervisor for funding to attend courses, workshops, conferences and seminars for their professional development
- (b) Attendance at training and professional development courses, workshops, conferences and seminars approved by the Department Head/Supervisor shall be handled under the provisions of Article 27.08.
- (c) The University and the Union encourage Employees to discuss professional development opportunities with their Department Head/Supervisor.
- (d) During the life of this agreement, the Employer and Union will form a Committee to consider and make non binding recommendations to the University in regard to professional development for Employees. The Committee will be made up of equal representation from both the Employer and Employee. Recommendations will be provided to the Administration and the Union prior to the expiry of this contract.

ARTICLE 40 Duration of Agreement

40.01 This Agreement shall become effective 1 July 2022, and remain in full force and effect until 30 June 2025, and thereafter shall automatically renew for periods of one (1) year unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to an expiry date that the said party desires to terminate this Agreement or its desire to commence collective bargaining with a view to renewal or revision of this Agreement or the conclusion of a new Agreement.

ARTICLE 41 Job Sharing

41.01 The parties agree to abide by the University's Job Sharing Policy.

ARTICLE 42 Retirement

42.01 All Employees who meet the eligibility requirements to retire under the PSSP shall, at their option:

- a) have a University e-mail account
- b) have borrowing privileges at the Vaughan Memorial Library
- c) be provided, upon request, an individual or family Recreation Facility Pass
- d) be eligible for tuition discount on Acadia credit courses, in accordance with these Terms of Employment, for up to 10 years following the date of retirement
- e) convert their University Group Life Insurance to private coverage in accordance with the Policy of the most recently revised Group Insurance Program for Acadia University
- f) continue to contribute to the Group Health Insurance scheme at their own expense (i.e., to bear the full cost of their premium); contributions and coverage in respect to income disability insurance shall be discontinued.

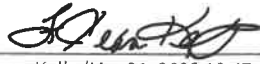
42.02 Long Term Service Award

Having at least attained the "Rule of 80" * an Employee shall have time off with pay at a rate of three (3) working days off for each year of service to a maximum of thirty (30) working days, or at the Employee's option, an equivalent lump sum payment. This benefit is not applicable to new members as at the date of ratification of this agreement.

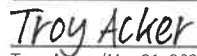
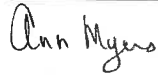
** "Rule of 80": The first day of the month following the member's fifty-fifth (55) birthday on which the sum of the member's age and years of Pensionable Service total at least 80.*

IN WITNESS WHEREOF the Parties hereto have executed this Agreement at Wolfville, Nova Scotia this 23 day of March, 2023.

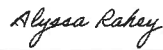
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 2 (ACADIA CAMPUS)



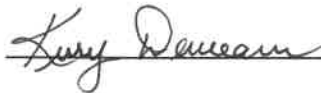
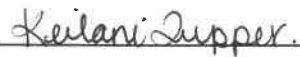
Jean Kelly (Mar 21, 2023 10:47 ADT)



Troy Acker (Mar 21, 2023 13:04 ADT)



THE BOARD OF GOVERNORS OF
ACADIA UNIVERSITY



**APPENDIX A Bargaining Unit of Service Employees International Union (SEIU) Local 2
(Acadia Campus)**

All full-time and regular part-time Employees of Acadia University, Wolfville, Nova Scotia, providing administrative, technical, clerical, non-professional library and other non-academic services, save and except:

(a) All Employees exercising managerial functions and those persons excluded by other collective agreements.

(b) Persons employed in the following positions:

President & Vice-Chancellor
Vice-President (Academic)
Vice-President (Finance & Administration and CFO)
Vice-President (Advancement)
Vice-President (Enrolment & Student Services)
Dean of Arts
Dean of Science
Dean of Professional Studies
Dean of Research and Graduate Studies
Dean of Business Administration
Director, School of Education
Director, School of Computer Science
Director, School of Business
Director, School of Engineering
Director, School of Music
Director, School of Nutrition and Dietetics
Director, School of Recreation Management and Kinesiology
Director, Open Acadia
Registrar
Associate Vice-President Finance & Treasurer
Assistant Comptroller
Budget Officer
Manager, Fund Accounting
Manager, Accounting Services
Manager, Accounts Receivable
Human Resources Officer – Monthly Payroll
Human Resources Officer – Bi-Weekly Payroll
Coordinator, Purchasing Services
Executive Director, Enrolment Services
International Admissions Officer
Manager, Admissions
Executive Director, Alumni Affairs
Assistant Director, Alumni Affairs
Executive Director, Communications & Marketing
Executive Director of Human Resources
Director of Safety & Security
University Librarian
Professional Librarians
Senior Director, Student Affairs

Director, Art Gallery
Chaplain
Executive Director, Technology Services
Manager, Systems Services, Technology Services
Manager, Technology Consulting, Technology Services
Service Desk Consultant, Technology Services
Programmer Analyst, Technology Services
Systems Operator, Technology Services
Access Control Supervisor & Locksmith
Electronics Technician, Physical Plant
Draftsman
Secretary to the President
Secretary to the Vice-President (Academic)
Secretary to the Vice-President (Administration)
Office Administrator, Human Resources
Administrative Coordinator, Safety & Security
Full-time Students, as defined in the University Calendar
Casual or irregularly employed persons
Post-doctoral Fellows
Research Fellows
Research Assistants
Instructors
Laboratory Demonstrators
Sports Trainers
Grant Paid Employees
Matrons of Residences
Dons of Residences
Residence Porters

APPENDIX B Salary Tables

1 July 2021 to 30 June 2022						
Classification				Grade	Rate 1	Rate 2
Clerk	Administrative Assistant			1	\$31,019	\$34,574
Clerk	Administrative Assistant	Library Support	Technician	2	\$36,204	\$40,351
Clerk	Administrative Assistant	Library Support	Technician	3	\$42,170	\$47,004
Clerk		Library Support	Technician	4	\$50,521	\$55,686

1 July 2022 to 30 June 2023						
Classification				Grade	Rate 1	Rate 2
Clerk	Administrative Assistant			1	\$31,640	\$35,265
Clerk	Administrative Assistant	Library Support	Technician	2	\$36,928	\$41,158
Clerk	Administrative Assistant	Library Support	Technician	3	\$43,013	\$47,944
Clerk		Library Support	Technician	4	\$51,531	\$56,800

1 July 2023 to 30 June 2024						
Classification				Grade	Rate 1	Rate 2
Clerk	Administrative Assistant			1	\$32,431	\$36,147
Clerk	Administrative Assistant	Library Support	Technician	2	\$37,851	\$42,187
Clerk	Administrative Assistant	Library Support	Technician	3	\$44,089	\$49,142
Clerk		Library Support	Technician	4	\$52,819	\$58,220

1 July 2024 to 30 June 2025						
Classification				Grade	Rate 1	Rate 2
Clerk	Administrative Assistant			1	\$33,241	\$37,051
Clerk	Administrative Assistant	Library Support	Technician	2	\$38,797	\$43,242
Clerk	Administrative Assistant	Library Support	Technician	3	\$45,191	\$50,371
Clerk		Library Support	Technician	4	\$54,140	\$59,675

APPENDIX C Bargaining Unit Positions Required to Work Other than 35 Hours Per Week

DEPARTMENT	POSITION	WEEKLY HOURS
Biology	Technician	17½ (summer); 35 (academic year)
Biology	Technician	17½
Comm. Development & Environmental & Sustainability Studies	Administrative Assistant	17½ (summer); 35 (academic year)
Earth & Environmental Science	Technician	21
Financial Services	Postmaster	20
Engineering	Administrative Assistant	21
Vaughan Memorial Library	Access Services Assistant (focusing on weekend opening)	17 ½
Vaughan Memorial Library	Access Services Assistant (focusing on weekend closing)	17 ½
Wong International Centre	Administrative Assistant	17½/25/30

Appendix D Supplementary Employment Benefit Plan for SEIU Local 2 (Acadia Campus)

Purpose	The purpose of the plan is to supplement employment insurance benefits paid during periods of Maternity Leave.
Administration	The University will administer the plan and, subject to the provisions of this Agreement and the provisions contained herein, will be the only authority for determining eligibility for benefits under the Plan.
Eligibility	Any Employee within the Bargaining Unit, having been employed with the University for a minimum of twelve (12) months, who is granted Maternity Leave consistent in timing and duration with the Labour Standards Code of Nova Scotia, will be eligible for benefits under the plan, provided the Employee has registered and complied with the reporting requirements of the Employment Insurance Commission and the University, and qualifies under the Employment Insurance Act for employment insurance benefits as outlined herein.
Benefit	The benefit payable by the University is an amount, which combined with the employment insurance benefit and any other earnings from employment, will be equal to one hundred per cent (100%) of the Employee's normal authorized pro-rated annual salary for service with the University at the commencement of the Maternity Leave. Benefits will be paid up to a maximum of twenty-five (25) consecutive weeks which includes the employment insurance waiting period. All amounts paid under the plan will be subject to normal income tax deductions.
Benefit Non-entitlement	<ol style="list-style-type: none">1. Total benefits are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act.2. Benefits are not payable if:<ol style="list-style-type: none">(a) the Employee has been dismissed or suspended without pay(b) the Employee has terminated their employment through resignation(c) an application is made during a period when the Employee is on strike, participating in picketing or concerted work interruptions(d) the Employee is on an approved leave of absence without pay(e) the Employee is receiving insurance benefits under the University's Long Term Disability program.
Application of Benefits	An Employee may make application to the University for maternity leave commencing at any time during the period of ten (10) weeks immediately preceding the specified week of birth.

Application should be made at the same time to the Employment Insurance Commission. Following their two-week waiting period from the maternity leave date, the employment benefit would commence. The Employee must obtain a Record of Employment Certificate from the Payroll Department and present this form to Human Resources Development Canada. It is necessary that the Employee provide the Payroll Department with a copy of the EI Benefit Statement (cheque stub) to verify the amount of the weekly benefit received from EI. Upon receipt of this information, the Payroll Department will calculate the balance of the supplementary benefit to be paid by the University.

COMPASSIONATE-CARE LEAVE

Entitlement to unpaid compassionate-care leave

60E (1) In this Section,

(a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;

(b) "family member", in relation to an employee, means

(i) a spouse or common-law partner of the employee,

(ii) a child of the employee or a child of the employee's spouse or common-law partner,

(iii) a parent of the employee or a spouse or common-law partner of the parent, and

(iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;

(c) "week" means the period between midnight on Saturday and midnight on the following Saturday.

(2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to twenty-eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from

(a) the day the certificate is issued; or

(b) where the leave was begun before the certificate was issued, the day the leave was begun.

(3) The leave of absence referred to in subsection (2) may only be taken during the period

(a) that begins with

(i) the first day of the week in which the certificate is issued, or

(ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and

(b) that ends with the last day of the week in which either of the following occurs:

(i) the family member dies, or

(ii) the period of fifty-two weeks following the first day of the week referred to in clause (a) ends.

(3A) For greater certainty, but subject to subsection (3), for leave under this Section to be taken after the end of the period of twenty-six weeks set out in subsection (2), it is not necessary for a legally qualified medical practitioner to issue an additional certificate under that subsection.

(4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.

(5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

(6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.

(7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.

(8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).

(9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section. 2003 (2nd Sess.), c. 4, s. 2; 2015, c. 41, s. 2.

Sections 59G to 60 apply

60F Sections 59G to 60 apply *mutatis mutandis* to an employee who takes a leave of absence pursuant to Section 60E. 2003 (2nd Sess.), c. 4, s. 2.