

**TERMS OF EMPLOYMENT**

**FOR**



**PROFESSIONAL, ADMINISTRATIVE & TECHNICAL  
EMPLOYEES  
[AUPAT]**

**Revised 01 July 2017**

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## GENERAL

The terms and conditions of employment in this document shall apply to those non-academic non-unionized employees who provide professional, or administrative, or technical services to the University.

These Terms of Employment are subject to amendment by the President, as the delegate of the Board, and who has final authority over this document, its interpretation and application. Reasonable notice of any change will be provided to employees covered by this document. These Terms of Employment do not compromise the Board's authority to manage the University's affairs.

Certain terms of employment cover all employees. However, due to the wide difference in levels of responsibility and position duties, some terms of employment vary according to salary grade.

### Definitions

1. "Board" means the Board of Governors of Acadia University.
2. "President" means the President of Acadia University.
3. "University" means Acadia University.
4. "Academic Year" means the period July 1 to the following June 30.
5. "Senior Administrators" and "the Executive Committee" are the President, Vice-Presidents, Chief Financial Officer & Treasurer, and Executive Directors who report directly to the President.
6. "Supervisor" - unless specifically stated otherwise, the term "supervisor" shall mean the employee's immediate supervisor, who may carry an official University title, for example, Supervisor, Manager, Department Head, Dean, Director, Vice-President, President.
7. "Employee" means a person who is employed on an ongoing basis by the University on a full-time, part-time, or sessional basis and includes the following:
  - (a) A "full-time employee" shall mean a person who is scheduled to work a regular work week of thirty-five (35) hours or longer on a continuing or sessional basis.
  - (b) 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.
  - (c) 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.
  - (d) A "retired employee" shall mean a person who retired from the University and who is rehired following their retirement.
8. "Dependent" refers to 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, for the purpose of receiving a tuition discount (E-1), is defined as your natural or legally adopted child who is under the age of 25, not regularly employed and does not have a spouse as defined in 8(a) above.
9. “Date of Appointment” refers to the date an employee was hired into either a full-time or part-time continuing or recurring sessional position, irrespective of association with any union or employee group. This is the eligibility date for group insurances and upon which vacation entitlements begin to accumulate.

## **A-1 APPOINTMENTS**

### 1. Type of Appointment

- (a) Full- or Part-Time Appointment - The appointment will become continuing when the probation period has been successfully completed.
- (b) Sessional Appointment - A full-time or part-time appointment of greater than 8 but less than 12 continuous months.
  - (i) Whether a further sessional appointment will be offered will be determined prior to the end of the current sessional term. Consideration of the issue will commence 2 months prior to the end of the current sessional term and will conclude no later than 2 weeks prior to the end of the current sessional term.
  - (ii) In cases where a decision regarding a new sessional appointment has not been dealt with in the time limits stated above, the employee will automatically receive a new sessional appointment of the same duration as the previous sessional appointment.

### 2. Employee Files

The official employee file for AUPAT employees will be held in the Department of Human Resources, except files of AUPAT employees who report directly to the President shall be held in the President's Office.

### 3. Additional Appointments

By accepting an appointment to a full/part-time or sessional position that is included in the AUPAT employee group, you are agreeing to work the stated hours for that role. If your letter of appointment is not specific on the hours per week for the position, it is determined by your salary rate, i.e., if your salary is equivalent to the rate listed in the Salary Grid, you are to work a minimum of 35 hours per week; if your salary is prorated from that amount, your hours of work are prorated accordingly from the standard 35 hours per week.

Employees may accept additional employment, e.g., a part-time faculty position, with the consent of their supervisor in consultation with Human Resources. Before an appointment to another position at Acadia can be processed for payment, employees must provide written approval from their supervisor to Human Resources confirming that:

- the hours required for the additional role do not coincide with the scheduled hours for their primary AUPAT position, or
- the scheduled hours for their primary AUPAT position have been adjusted to accommodate for the additional appointment, and does not negatively affect the service they are required to provide in that role, or
- they have been approved to take an unpaid leave from their primary AUPAT position in order to accept the additional role and what the number of hour per week and duration of that leave will be.

## **E-1 EDUCATIONAL ASSISTANCE FOR ACADIA CREDIT COURSES**

### 1. General

This applies only to Acadia credit courses. In the application of this policy, at no time and under no circumstances will the University be responsible to pay any fees, student charges or any other costs that may be incurred by an employee or spouse/dependent of an employee that is applicable to the course being discounted.

- One hundred percent (100%) employee tuition discounts are not a taxable benefit to the employee.
- Fifty percent (50%) employee tuition discounts and spouse/dependent tuition discounts are a taxable benefit to the employee.

Both the Application for Staff Tuition Discount and Election to Recognize Tuition Taxable Benefit forms must be submitted at least one month prior to the beginning of the academic term to which the tuition discount would apply.

## 2. Benefits for Employees Taking Acadia Credit Courses

- (a) Subject to admission requirements, this benefit is available to:
  - (i) employees who have a full-time appointment (and to those who have a part-time appointment, on a prorated basis), who were appointed at least one month before the beginning of the academic session.
  - (ii) employees who have a sessional appointment and who have completed a full-time appointment of at least 8 continuous months in the preceding academic year and have been officially notified of reappointment to another sessional appointment of at least 8 continuous months at least one month prior to the beginning of the academic session.
  - (iii) employees who have a part-time appointment, who were appointed at least one month before the beginning of the academic session, on a pro-rated basis
- (b) The tuition discount applies to only one course during any academic session. The maximum tuition discount under this policy is 50% for each approved course application unless the application qualifies for a 100% reduction. It is preferred that the course be scheduled during non-work hours.
- (c) A 100% discount applies either to a credit course taken at the request of the employee's Department Head/Supervisor, or on the employee's initiative and supported by the employee's Department Head/Supervisor. To be eligible for the 100% deduction, the course must be directly and demonstratively related to the applicant's current job responsibilities and therefore of benefit to the University. Class and examination times do not have to be made up if these are scheduled during work hours.
- (d) A 50% discount applies to all other eligible credit courses not approved for a 100% discount. If the class is during work hours, the employee must have their Department Head/Supervisor's permission to take time off to attend class. Employees are expected to make up lost work time through working equivalent extra time or using personal time credits, i.e. overtime or vacation credits. An employee need not obtain their Department Head/Supervisor's permission to take a credit course during non-working hours.

## 3. Benefits for Family Members Taking Acadia Credit Courses

The University will credit 50% of the tuition fees to the spouse's or dependent's student account of a full-time employee. This benefit will be prorated for part-time employees.

Subject to admission requirements, this benefit is available to:

- (a) full-time employees who were appointed at least one month before the beginning of the academic session;
- (b) full-time sessional employees who have worked a sessional term of at least eight (8) continuous months in the preceding academic year, and have been appointed to another sessional term of at least eight (8) continuous months.

This benefit is applicable while the employee is actively working or on approved leave.

#### 4. Training and Development

##### (a) Acadia's Professional Development Program

All employees are encouraged to attend Professional Development program workshops offered by the University. It is essential that you receive permission from your Department Head/Supervisor before registering for a workshop.

In special circumstances, there may be departmental charges for workbooks or other course materials. In these circumstances, the Department Head/Supervisor will be advised prior to the workshop date.

##### (b) Non-Acadia Courses

Department Heads/Supervisors are responsible for allocating budget funding for employee training and development to meet departmental needs. Funds shall be based on anticipated departmental need and on discussions and agreements made during the performance review process.

## **G-1 GROUP INSURANCE AND PENSION PLAN**

### **1. Group Insurance Plans**

Employees are eligible to participate in the Group Insurance Plans. Participation shall be determined by the regulations of the respective plans and the University.

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

### **2. Health Spending Account**

The University agrees to commit \$900 per year (pro-rated for appointments that are less than 12 months or less than 35 hours per week) to each qualified Employee's Health Spending Account beginning 1 July 2014.

### **3. Pension Plan**

All full-time, part-time and sessional employees shall be eligible for and shall participate in the Public Service Superannuation Plan in accordance with the rules and regulations of that plan, as revised from time to time.

Retired employees who are in receipt of a superannuation allowance from the Public Service Superannuation Plan, and are re-employed after retirement by the University are not eligible to participate in the Public Service Superannuation Plan.



## **H-1 HOLIDAYS WITH PAY**

The following shall constitute paid holidays:

- New Year's Day
- Nova Scotia Heritage Day
- Good Friday
- Victoria Day
- Canada Day
- First Monday in August
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Eve Day
- Christmas Day
- Boxing Day
- up to two (2) days between Christmas and New Year's, as specified by the University
- Floating Holiday (one) per vacation year, to be taken on a normal work day, mutually acceptable to the Department Head/Supervisor and the employee
- Employee's Birthday - If that day falls on a day that the Employee is not scheduled to work, or if operationally not possible, the Employee shall receive an additional floating holiday to use in that vacation year
- 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.

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.

When a paid holiday falls on an employee's scheduled day of rest or vacation period, the employee shall receive pay in lieu, or time off at a time mutually acceptable to the Department Head/Supervisor and the employee. However, in all cases, compensatory time earned between March 1 and August 31, but not taken by the following February 28, shall be paid out by May 31 of the same year, and if earned between September 1 and February 29, and not taken by the following August 31, shall be paid out by November 30 of the same year.

Employees in Salary Grades 1 – 4 who are required to work on a holiday shall receive, in addition to the normal pay for that day, time off or pay in lieu, as determined by the Department Head/Supervisor at the time of authorization, calculated at 1.5 times the number of hours worked.

Employees in Salary Grades 5 – 9 who are required to work on a holiday shall receive, in addition to the normal pay for that day, time off calculated at 1.5 times the number of hours worked.

Sessional employees shall be entitled only to those paid holidays which occur during the employee's sessional appointment.

## **H-2 HOURS OF WORK**

1. Normal Work Week

- (a) The normal work week for full-time employees shall be thirty-five (35) hours per week, unless stated otherwise in the letter of appointment. The standard work week shall be from Sunday to the following Saturday.
- (b) The work week of thirty-five (35) hours (8:30 am to 4:30 pm) shall usually be five (5) days per week between Monday and Friday inclusive with a minimum of one hour for an unpaid meal break. 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 and 4:30 pm.
- (c) All employees are entitled to two paid (2) fifteen (15) minute 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.
- (d) 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.
- (e) The University recognizes that because of the nature and variable responsibilities of some positions, precise daily hours of work are difficult to maintain, and flexibility should be utilized.

2. Overtime

Overtime shall mean time worked by an employee in excess of the standard work week for their position.

Overtime means work specifically approved and scheduled in advance by the appropriate Department Head/Supervisor.

- (a) Salary Grades 1 - 4

Employees shall receive overtime compensation at the rate of time and one-half (1½). This compensation may be taken in time off or remuneration, as determined by the Department Head/Supervisor at the time the overtime is authorized, on the University approved forms.

- (b) Salary Grades 5 - 9

Employees acknowledge that their hours of work will vary and may be irregular, and will be those hours required to meet the objectives of their employment. Accordingly, they may have to work greater hours than those provided in the *Labour Standards Code*, if necessary, without any entitlement to overtime.

3. Callback

- (a) Salary Grades 1 - 4

When an employee has left her/his workplace and is called back to work by the employee's Department Head/Supervisor 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 (1½) or a minimum of three hours.

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. Such time off shall be taken at a time mutually acceptable to the Department Head/Supervisor and the employee.

(b) Salary Grades 5 - 9

Employees are not eligible for callback compensation.

4. Overtime/Callback Payout

Any overtime or callback time earned and compensated as time off rather than pay shall be taken at a time mutually acceptable to the Department Head/Supervisor and the employee. However, in all cases, compensatory time earned between March 1 and August 31, but not taken by the following February 28, shall be paid out by May 31 of the same year, and if earned between September 1 and February 29, and not taken by the following August 31, shall be paid out by November 30 of the same year.

## **J-1 JOB EVALUATION**

1. The purpose of job evaluation is to establish relative job work rankings of positions within the AUPAT employee group, for the purpose of establishing a grade level on which salary rates and other benefits are determined. It utilizes a systemic and detailed analysis and valuation of job content – it does not measure or consider the particular qualifications or performance of the incumbent.

Systematic job analysis and evaluation is based on two premises:

- certain identifiable elements or factors are present in all jobs, but to a varying degree
- these identifiable elements or factors can be measured or evaluated.

2. Members of the Human Resources Department (typically 3), who have been trained in the application of the approved system, evaluate both new position descriptions and those which have been significantly modified.

3. Application for Evaluation

The following documents are required to be submitted to Human Resources to initiate the evaluation process:

- completed Job Fact Sheet (incomplete forms will be returned)
- full organizational chart for the department
- a letter from the budget unit head highlighting the significant aspects of the position and, the grade level they would recommend based on other positions within the department

Where the position to be evaluated is that of a modified job description for an existing incumbent, the responsibilities of the position must reflect those duties which have been assigned to the incumbent for a minimum of six months. The position description cannot contain duties which are only anticipated to occur, or would be assigned if a higher grade level is recommended.

4. Approval for Implementation of Evaluation Results

The grade level determined through the evaluation process is communicated to the budget unit head. The corresponding starting salary for a new employee, or salary increase for an existing incumbent, is to be determined in accordance with Article S-1 – Salary Administration.

Approval to advertise the new/vacant position, or to promote an existing incumbent, must be given by the Executive Committee through the Personnel Requisition process. The start date noted on the requisition form will be the effective date for any salary increase resulting from a grade level increase.

In the case of a modified job description for an existing incumbent, a letter will be sent from Human Resources to the incumbent confirming the implementation date of the new grade level and any related salary adjustment.

## **L-1 LEAVES**

When calculating entitlement to leaves, the University will consider total continuing years of service to the University in order to determine whether an employee is eligible.

### **1. Bereavement Leave**

An employee shall be entitled to Bereavement Leave with pay, for a period of up to five (5) work days, in the case of death of the employee's parent, childhood guardian, sibling, child, partner, or spouse. An employee shall be entitled to bereavement leave with pay for a period of up to three (3) work days in the case of death of the employee's grandparent, grandchild, mother/father-in-law, daughter/son-in-law, step-mother/father, step-brother/sister, step-child, or person permanently residing in the employee's household or for whom the employee is the legal guardian.

Where the employee is required to travel outside the Province of Nova Scotia to attend the funeral of a deceased relative in the immediate family, as stated above, special leave of up to two (2) additional work days with pay may be granted.

An employee shall be entitled to leave with pay up to one (1) work day to attend the funeral of the employee's relative not stated above.

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 (1/2) work day. Approval for this leave must be obtained from the Department Head in advance of the funeral.

Employees requesting Bereavement Leave shall discuss the amount of time off required with their Department Head/Supervisor prior to their taking leave or immediately upon returning to work from leave. The amount of leave granted shall be determined keeping the personal needs of employees in mind.

### **2. Caregiver Leave**

When the illness of a family member forces the employee to take time off, the employee may use up to a maximum of five (5) sick days in any one vacation year. This provision applies to the employee's spouse, parents, grandparents, dependent children or any other relative residing in the employee's home.

The University may, at any time, require the employee to provide satisfactory evidence of the relative's illness.

### **3. Compassionate Care Leave**

(a) An employee may apply for up to twenty-eight (28) weeks unpaid compassionate care leave to provide care to a seriously ill family member, who has a high risk of dying within twenty-six (26) weeks, in accordance with the *Nova Scotia Labour Standards Code*.

(b) Applications for compassionate leave must be made in writing to Human Resources, with a copy to his/her Department Head/Supervisor, two weeks prior to the beginning of the leave, if possible. 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) The compassionate leave will end when any of the following occurs: the family member dies, the twenty-eight (28) weeks of leave available in respect of the family member are exhausted, or the expiration of fifty-two (52) weeks following the commencement of the leave (if the leave has been scheduled to be taken on separate occasions).
- (d) 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.
- (e) An employee returning to work from compassionate leave shall resume the position s/he held prior to the commencement of the leave. Pay will be at the normally assigned rate for the position.

#### 4. Emergency Leave

Except as otherwise provided, nothing in these terms of employment shall restrict the right of the University, on the recommendation of the Department Head/ Supervisor, and with the approval of Human Resources, to authorize leaves of absence with or without pay for emergencies or unusual circumstances. The Emergency should be of a serious nature such as a flood or fire in the home, or serious illness of a family member, and shall not normally exceed 5 working days.

#### 5. Family Leave

Family leave is a combination of maternity and parental leave. The maximum combined maternity and parental leave to which an employee is entitled is 52 weeks. Eligible full-time employees shall be granted such leave in accordance with the following provisions.

The amount of leave and supplementary benefits available remain the same if the employee gives birth to more than one child at the same time.

##### (a) Maternity Leave

Maternity leave is available to the birth mother or surrogate mother for a maximum of seventeen (17) weeks. The maternity leave may begin up to 8 weeks prior to the expected date of delivery, or at the week she gives birth. In cases where complications arise from pregnancy, she shall be entitled to sick leave, prior to the date of delivery, as provided under these Terms of Employment.

If the pregnancy should terminate within the first nineteen (19) weeks of pregnancy, the employee would be eligible for sick leave, as recommended by her physician;

however, should the pregnancy terminate in the twentieth (20<sup>th</sup>) week or later, the employee may apply for maternity leave.

Maternity leave shall end not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the leave began.

If the newborn child is hospitalized, then the 17-week limit can be extended for every week the child is hospitalized up to fifty-two (52) weeks following the week of the child's birth.

An employee requesting maternity leave:

- (i) shall notify her Department Head/Supervisor at least ten (10) weeks in advance of the expected due date that she is pregnant and specifying the anticipated date of delivery.
- (ii) Shall notify her Department Head/Supervisor at least four (4) weeks in advance of the date she will begin her maternity leave and the date she will return to work. These dates can be amended with four (4) weeks' notice to the Department Head/Supervisor.

(b) Parental Leave

Parental leave is available to the biological or adoptive parents while caring for a newborn or an adopted child for a maximum of thirty-five (35) weeks.

Parental benefits can be claimed by one parent, or shared between the two partners, but will not exceed a combined maximum of thirty-five (35) weeks.

Parental leave for biological parents and their partners is available from the child's birth date, and for adoptive parents and their partners, from the date the child is placed in their care. Parental leave is only available within the fifty-two (52) weeks following the child's birth, or for adoptive parents, within the 52 weeks from the date the child is placed in their care.

If the newborn or newly adopted child is hospitalized, the employee may apply for parental benefits immediately following the child's birth/placement, or when s/he comes home from the hospital. In either case, the employee is entitled to a maximum of thirty-five (35) weeks of parental leave. Each week the child is hospitalized extend the period in which the leave can be claimed, up to a maximum of one hundred and four (104) weeks.

The employee shall give four (4) weeks advance notice to their Department Head/Supervisor of the date the leave will begin and four (4) weeks' notice of the date of the return to work.

(c) Appropriate Documentation

A signed note from the employee's physician stating the expected date of delivery is required when applying for maternity and/or parental leave.

In the case of adoption, a signed statement from the adoption authority stating the date of the child's placement is required when applying for parental leave.

If the commencement of either leave is delayed due to hospitalization of the newborn or newly adopted child, signed documentation must be provided of the child's hospitalization.

(d) Supplementary Family Leave Benefit

To qualify for this benefit, the employee must be eligible for maternity/parental benefits under the Employment Insurance Act.

The supplementary benefit payable by the University for an approved Family Leave is an amount which combined with the Employment Insurance Benefit will be equal to one hundred percent (100%) of the employee's gross salary at the commencement of the leave, less mandatory deductions. The eligible Employee is entitled to a family leave benefit, payable for a maximum period of twenty-five (25) weeks. If both parents are employed at Acadia University, either one parent may take the benefit paid period, or it can be split between the two parents.

An employee planning a Family Leave will cooperate with the Human Resources Department as necessary with respect to the benefits, pensions and administrative mechanisms of the leave. Both the University and the Employee shall maintain their respective contributions to the Group Insurance Program and Pension Plan during the family leave.

(c) Paternity Leave

On the occasion of the birth of his child, a male employee shall be granted up to two (2) days special leave with pay during the confinement of the child's mother, or immediately following the release of the mother from hospital. This leave may be divided into two periods and granted on separate days.

This leave shall also be granted if a child of five (5) years of age or younger is adopted.

6. Jury Duty or Witness Leave

The University shall grant leave of absence with pay to employees called for jury duty or subpoenaed court witness duty. Where the attendance at court is a result of a personal situation or action (e.g., accident or divorce) employees are expected to use their personal time (overtime or vacation), take a leave without pay, or make up the time away from work.

Employees shall return payment received for services in court to the University, less costs for traveling and meals.

The employee, upon being served a subpoena or summons to be a witness or who is required to serve as a juror, shall advise the Department Head/Supervisor immediately.



The employee shall provide the document, requiring the employee to serve, to the Department Head/Supervisor.

7. Leaves of Absence Without Pay

Leaves of absence without pay for a period of up to but not exceeding twelve (12) consecutive months may be granted to an employee with three (3) years' service or more.

The employee shall submit a written request for leave to their Department Head/Supervisor stating the purpose and 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 unless the original position has been eliminated. The University will endeavor to reassign the employee to a suitable position if a vacancy exists. Pay will be at the normal assigned rate for that position.

An employee may not be granted a further leave of absence without pay until at least six (6) additional years of services have accumulated from the conclusion of the previous leave.

8. Political Leave

The University recognizes the right of every citizen to enter political life if so desired. However, proper regard must be paid to the administrative, technical and service needs of the University. Leave of absence without pay for up to two (2) months will be granted to an employee seeking election to public office in the Parliament of Canada or Nova Scotia Legislature.

In the event of the candidate being elected to the Parliament of Canada or Legislative Assembly of Nova Scotia, the employee will be granted a leave of absence without pay for the term for which the employee has been elected. At the end of this time, if the employee contests a second election, the employee will be deemed to have resigned. If the employee does not wish to stand again, the employee will be entitled to resume their employment with the University, but there is no guarantee of reinstatement in their former position and salary.

9. Professional Leave

Professional leave is intended to provide an opportunity for administrative staff to leave their workplace and immerse themselves in a program of research or study. Staff members are expected to return to Acadia better trained and/or prepared to administer their area of responsibility, thus providing an improved service to the University community.

In the sixth year of continuous employment and subsequent years, an employee is eligible to apply for professional leave. Normally, a staff member would be required to serve an additional six years after returning from leave before being considered for a further professional leave. Sessional employees are not normally eligible for professional leave.

A professional leave may be for any period up to twelve (12) months for employees in salary grades 7 – 9 and up to four (4) months for an employee in salary grades 5 – 6. There is no professional leave applicable to salary grades 1 – 4.

The salary scale for leave shall be determined by the Professional Leave Committee and fall within a range of 80% – 100% of base salary.

Group Insurance benefits shall be provided during the leave period. Other legitimate expenses associated with the leave may be considered.

Applications for professional leave outlining the program of development, and its benefits to Acadia, should be submitted to the appropriate Senior Administrator at least six months prior to the requested date for commencement of the leave.

There shall be Professional Leave Committee. This Committee shall review then approve or reject the applications of all staff applying for leave. In addition, the Committee shall also set the terms under which the leave will be granted. The Committee shall be comprised of the members of the Executive Committee, with the President as chair.

Recipients of a Professional Leave, are required to return to the University for a minimum of twice the leave period approved and to submit a written report of the leave activity. However, if the recipient leaves prior to the required period, they must reimburse salary and other costs paid to them by the University during the leave, on a pro-rated basis.

The recipients of professional leave may, if the circumstances warrant, be released from their obligation to return to the University provided they reimburse the University for all funds expended on their behalf during the leave, unless forgiven by the University. The Leave Committee, at its discretion, may release employees approved for professional leave, of any or all financial and employment obligations under this provision.

#### 10. Renewal Leave

Employees in salary grades 5 – 9 shall be eligible for 20 days of paid leave on the July 1 following six full years of continuous service, to be taken at a time mutually agreeable to both the employee and his/her Department Head/Supervisor. Eligibility for subsequent renewal leaves will follow every sixth year from the first year of eligibility.

Those who become eligible for a renewal leave through either a reclassification of their existing position (from a classification level not eligible for this leave), or transfer to a new position, at grades 5 – 9 shall be eligible for their first renewal leave on the July 1 following six full years of service from the date of their reclassification/transfer and every sixth year thereafter.

The leave may be taken in single days or full weeks. Employees have 6 years from the date of eligibility to take their renewal leave; however, no more than 10 working days may be used in any one vacation year. Any unused portion of this leave remaining on the June 30 six years following the date of eligibility will be lost.

An employee who is eligible for renewal leave will be required to use all vacation carry forward from the previous year before the use of Renewal Leave shall be approved.

Renewal Leave will be used only after an employee's vacation carryover has been exhausted in any vacation year.

Renewal leave is not a benefit that is accrued annually. Anyone who ceases to be employed prior to the eligibility date for their next renewal leave will not be credited with any portion of their next leave, nor will they be paid out for any portion of their previous renewal leave that has not yet been taken in time off.

11. Sick Leave

Sick leave is defined as the period of time an employee is absent from work by virtue of being sick or injured or quarantined as a result of being exposed to a contagious disease.

Employees will be advanced 21 days of sick leave upon appointment (pro-rated for those who work less than a full-time schedule).

Beginning the month following the first anniversary of appointment, employees shall be entitled to sick leave at full salary for any period of up to six (6) months, after which the employee may be eligible to apply for Long Term Disability Insurance. Any sick leave balance remaining from that which was advanced upon appointment will be replaced by this six month leave, and shall not be paid out.

Records of sick leave used for all AUPAT members shall be maintained by the Human Resources Department in conformity with the procedures determined by the Executive Committee.

Absences of more than 5 days must be substantiated by medical evidence to the satisfaction of the University. The University may at any time require the employee to provide an "Attending Physician's Statement of Illness or Disability" report (available from Human Resources) to be completed by the attending physician and/or a physician chosen by the University. Lengthy absences are managed in conjunction with the University's Group Insurance carriers.

Employees are encouraged to schedule personal dental or medical appointments outside normal working hours. 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. Medical or dental appointments requiring half 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.

12. Other Leaves

- (a) Except as otherwise provided, nothing in these Terms of Employment shall restrict the right of the University, through the Department Head/Supervisor and the Department of Human Resources, to authorize leaves of absence with or without pay for emergencies or unusual circumstances.

- (b) Employees who volunteer as fire fighters or search and rescue workers and who respond to an emergency situation summons during regular working hours will be granted leave with pay.

## **L-2 LIAISON COMMITTEE**

The function of the AUPAT Liaison Committee is to foster effective communication between the employees in the AUPAT Group and the University's Senior Administrators and to promote harmonious relationships by discussing areas of mutual interest and concern. The Committee may be asked by the Senior Administrators to assist in the selection of employee representatives on various committees, e.g., Pension Committee, Group Insurance Committee, and Health & Safety Committee.

The Committee will consist of five members with one representative from each of the following salary grade groupings: 1 & 2, 3 & 4, 5 & 6, and 7, 8 & 9, and a member-at-large, appointed by the President. Human Resources management staff will aid the Committee as a resource, attending such meetings as deemed appropriate.

Meetings may be called by the Liaison Committee or the Senior Administrators.

The Committee may discuss policy interpretation or administration and any item relating to working conditions. The Committee may offer recommendations for policy change or new policy implementation.

Funds for photocopying, circulating minutes and newsletters, etc., will be provided by the Department of Human Resources.

## **M-1 MOVING ALLOWANCES**

The conditions upon which a moving and travel allowance is granted are determined by the Board and at its discretion may be changed from time to time. Applications from new appointees for such an allowance shall be dealt with under the terms of the appropriate University administrative procedure in effect at the time of appointment.

### **1. Salary Grades 1 – 4**

New employees are not eligible to receive allowances toward their moving expenses.

### **2. Salary Grades 5 – 9**

Employees may be eligible for a reimbursement of their relocation expenses, in accordance with University policy and as approved by their Department Head/Supervisor and Human Resources at the time of appointment, up to the equivalent of:

- 1 month's salary if moving from within Nova Scotia
- months' salary if moving from outside Nova Scotia but within the Maritime Provinces
- 1.5 months' salary if moving from outside the Maritime Provinces

## **P-1 POLICY INTERPRETATION AND COMPLAINTS**

These procedures are not exclusive of other means to resolve issues. Rather, they are established to aid an employee and his or her Department Head/Supervisor to resolve any misunderstanding or problem arising out of the application or interpretation of these policies or policies which may be added in the future, except those outlined under section T-2.

### **1. Salary Grades 1 - 6**

Any questions of interpretation or complaint should first be discussed by the employee and the immediate Department Head/Supervisor as soon as possible, but in any event not more than five (5) working days after the event or issues which gave rise to the complaint took place. The Department Head/Supervisor should give the employee a verbal decision regarding the problem or complaint within five (5) working days.

If not satisfied with the Department Head/Supervisor's verbal decision, the employee may give the complaint in writing to that Department Head/Supervisor within five (5) working days of receiving the verbal decision. The Department Head/Supervisor shall provide a written reply to the employee within five (5) working days of receiving the employee's written complaint.

The procedure for handling a question of interpretation or complaint may be continued through the successive levels of administration in the employee's unit, up to the Senior Administrator level. Time limits for registering a written complaint and reply shall be the same as those stated in the paragraph immediately above. The decision of the Senior Administrator is final and binding and may be made by a committee named by the Senior Administrator if such an approach to settling the complaint is deemed appropriate by the Senior Administrator.

If the employee does not submit a written complaint to the appropriate level within the stated time limits, the complaint shall be deemed to have been settled or abandoned.

### **2. Salary Grades 7 - 9**

Employees in salary grades 7 – 9 should discuss concerns or complaints directly with their Department Head/Supervisor or the appropriate Senior Administrator.

## **P-2 PERFORMANCE APPRAISAL**

### **1. Probation**

All initial appointments will have probationary periods as specified below. To qualify as a month of probation served, the employee must have worked a minimum of 15 days in that month.

Salary Grades 1 – 6 3-month probationary period, or as deemed appropriate by Human Resources

Salary Grades 7 – 9 not required to serve a probationary period

Before the expiration of the probationary period, the employee's performance will be assessed by the appropriate Department Head/Supervisor who will recommend that:

- (a) the appointment be confirmed, or
- (b) the probationary period be extended only once for a period not exceeding three (3) months, or
- (c) the appointment be terminated.

Prior to the expiration of an extended probationary period, the employee's performance will be assessed by the appropriate Department Head/Supervisor who will recommend that:

- (a) the appointment be confirmed, or
- (b) the appointment be terminated.

It is recognized that a probationary employee is serving a trial period where the employee must demonstrate that their competence, abilities and attributes are suitable for the particular position on an ongoing basis; therefore, the appointment may be terminated at any time during the probationary period, at the sole discretion of the Department Head/Supervisor. Minimum notice of such termination shall be two (2) weeks or pay in lieu.

### **2. Annual**

The purpose of the annual performance appraisal is to recognize accomplishments over the past year, identify any concerns so that correction action can be implemented, and to plan for the coming year.

Performance appraisals will be conducted by the Department Head/Supervisor between 1 January and 31 March each year to review performance over the previous calendar year, and to plan for the remainder of the current calendar year. Performance appraisal forms are available on the Human Resources website. The completed forms are to be signed and dated as indicated, then forwarded to Human Resources to be placed on record in the employee's file.



## **S-1 SALARY ADMINISTRATION**

### **1. Annual Increases**

The Board of Governors, through the Executive Committee, is responsible for establishing and administering salaries for employees in the group. Employee salaries shall conform to the salary ranges established for the respective classification levels. Salary guidelines are reviewed annually. Any increases to either salary rates or grid step movement which are approved by the Board of Governors normally take effect on July 1.

The starting salary for new employees will normally be established at either step 1 or 2, based on qualifications, experience, and budget allocation. Exceptions may be made due to market considerations, but only with the approval of the Executive Committee. In cases where such exceptions are approved, the employee will stay at the step placement where hired until such time as their accumulated years of service warrants a step increase.

Employees appointed or reclassified within six (6) months preceding the July 1 salary implementation date will be eligible only for the cost of living adjustment. Eligibility for step advancement will occur on the following July 1.

### **2. Temporary Assignment**

This policy applies when an individual employee is authorized by the Department Head/Supervisor to temporarily fill a position in an acting capacity, vacated by an employee either through resignation or retirement, or due to special circumstances such as extended leave, family leave, or serious illness. It does not include vacation or holiday leave.

#### **(a) Salary Grades 1 – 4**

Where an employee is temporarily assigned to perform substantial duties and responsibilities in a classification paying at a higher salary grade, the employee shall be paid the rate for the higher classification that provides a minimum of 5% increase to their current salary, for the entire period of assignment provided the employee has been assigned to the higher classification for a period of ten (10) consecutive working days or more.

#### **(b) Salary Grades 5 - 9**

Where an employee is temporarily assigned to perform substantial duties and responsibilities in a classification paying at a higher salary grade, the employee shall be paid the rate for the higher classification that provides a minimum of 5% increase to their current salary, whichever is greater, for the entire period of assignment provided the employee has been assigned to the higher classification for a period of twenty (20) consecutive working days or more.

Where an employee is temporarily assigned to perform work in a classification paying a lower rate, the employee shall be paid at their regular rate.

### **3. Reclassification**

An employee whose position has been evaluated resulting in an increase to their grade level will have their salary adjusted to step on the salary grid which provides for a minimum increase of 5%, but not greater than the top of the range for the new grade level. If the step on the new salary grade is less than what would be applicable for the years of service, the employee will increase one step each July 1 until such time as they are at the appropriate step.

In most cases when a position is evaluated and the result is an increase in classification of two or more grade levels, the position will be posted. If an exception is made to the posting, the incumbent will have their salary adjusted to step on the salary grid which provides for a minimum increase of 8%, but not greater than the top of the range for the new grade.

## **T-1 TERMINATION OF EMPLOYMENT**

### **1. Resignation**

An employee may resign from his or her employment by providing written notice of resignation to the University in accordance with the following:

- (a) Employees with two years or less of service must provide a minimum of one weeks' notice;
- (b) Employees with more than two years of service must provide a minimum of two weeks' notice.

Employees are expected to provide as much advance notice of resignation as possible, and the notice requirements set out above should be regarded as minimum requirements.

### **2. Retirement**

#### **(a) Eligibility for Retirement**

Eligibility for retirement will be in accordance with the Nova Scotia Public Service Superannuation Plan (PSSP).

#### **(b) Retirement Provisions**

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

- have a University e-mail account
- have borrowing privileges at the Vaughan Memorial Library
- be provided, upon request, an individual or family Recreation Facility Pass
- 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
- 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
- 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.

#### **(c) Retirement Allowance**

##### **(i) Salary Grades 1 – 6**

Having at least attained the Rule of 80 as defined under the Acadia University Pension Plan\*, 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.

##### **(iii) Salary Grades 7 – 9**

Having at least attained the Rule of 80 as defined under the Acadia University Pension Plan\*, 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 sixty (60) working days, or at the employee's option, an equivalent lump sum payment.

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

### 3. Dismissal for Just Cause

An employee may be dismissed by the University for just cause. When an employee is dismissed for just cause, s/he will be so advised in writing stating the reasons for dismissal.

### 4. Termination Through Organizational Change

When an AUPAT employee position is eliminated due to redundancy, restructuring, technological change, financial exigency or reduction in or discontinuance of a program, etc., (collectively "Organizational Change"), the University will endeavor to reassign the Employee to a suitable alternative AUPAT position if a vacancy exists at that time. In the event that the Employee is reassigned to a lower-level AUPAT position, his/her salary in the new position will be no less than the salary received in his/her former position. The employee's salary will be frozen until such time as his/her salary grid in the new position catches up with his/her frozen salary. If the employee declines the offer of an alternative position, all rights to severance are forfeited and their employment is terminated on a date set by the University.

If the University determines not to reassign an Employee, and therefore terminates their employment, s/he shall receive a severance payment. The amount of the severance payment shall be 1.1 months' base salary per year of service to a maximum of 14 months' base salary, which amount is inclusive of any obligation to the employee under the *Labour Standards Code*.

### Clearance Procedures Upon Termination

Upon termination of employment in accordance with this policy, no severance shall be paid until a Release is signed and all material and financial obligations of the Employee to the University have been fully satisfied.

## V-1 VACATIONS WITH PAY

The twelve-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	YEARS OF SERVICE AS OF MARCH 31	
	Salary Grades 1-4	Salary Grades 5-9
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 year or less
1.750 days (21 days/year)	12 years	3 years
1.834 days (22 days/year)	14 years	6 years
1.917 days (23 days/year)	16 years	9 years
2.000 days (24 days/year)	18 years	12 years
2.084 days (25 days/year)	20 years	15 years
2.250 days (27 days/year)	22 years	17 years
2.334 days (28 days/year)	25 years or more	20 years or more

It is the responsibility of Department Heads/Supervisors to ensure that all vacation entitlements be taken by each employee. Wherever possible, vacation shall be planned in accordance with the wishes of the employee. All vacation must be approved by the employee's Department Head/Supervisor and must be reported to Human Resources on a monthly basis for all members of AUPAT.

Employees may request an advance on unearned vacation of up to the employee's entire year's entitlement (net of vacation days already taken in that vacation year), subject approval from their Department Head/Supervisor. Such request shall not unreasonably be denied.

A maximum of one-half (1/2) of the vacation entitlement will automatically be carried forward each April 1 to the next vacation year, but must be used within twelve (12) months of being carried forward or will be lost. An employee's vacation balance may not exceed the total of an Employee's annual vacation entitlement plus one-half of the annual vacation in any given year. Any accrued vacation in excess of this amount will be forfeited.

Vacation entitlements are not earned during periods of unpaid leave of more than three consecutive weeks, except in cases of compassionate leave.

If an employee suffers a serious illness or injury while on vacation, the employee may request that sick leave be substituted for the amount of time that would otherwise have been vacation. Such request shall be in writing to Human Resources within three (3) days of returning to work, with a copy to his/her 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.

On termination of employment, an employee shall be entitled to be paid out for any unused vacation. 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, she/he will be responsible for reimbursement of all outstanding vacation time.

## Appendix II SALARY GRIDS

### 2017-2018 Salary Grid (reflecting COLA of 1.5%)

Grade	Step 1	Step 2 1-4 years	Step 3 5-9 years	Step 4 10-14 years	Step 5 15+ years
1	\$29,091	\$30,738	\$32,384	\$34,031	\$35,678
2	\$32,384	\$34,031	\$35,678	\$37,324	\$38,971
3	\$36,775	\$38,971	\$41,166	\$43,362	\$45,558
4	\$42,264	\$44,460	\$46,655	\$48,851	\$51,046
5	\$48,851	\$51,595	\$54,340	\$57,084	\$59,829
6	\$56,535	\$59,280	\$62,024	\$64,769	\$67,513
7	\$65,317	\$68,611	\$71,904	\$75,197	\$78,491
8	\$75,197	\$78,491	\$81,784	\$85,077	\$88,371
9	\$86,175	\$90,017	\$93,860	\$97,702	\$101,544

### 2018-2019 Salary Grid (reflecting COLA of 1.5%)

Grade	Step 1	Step 2 1-4 years	Step 3 5-9 years	Step 4 10-14 years	Step 5 15+ years
1	\$29,527	\$31,199	\$32,870	\$34,541	\$36,213
2	\$32,870	\$34,541	\$36,213	\$37,884	\$39,556
3	\$37,327	\$39,556	\$41,784	\$44,012	\$46,241
4	\$42,898	\$45,127	\$47,355	\$49,584	\$51,812
5	\$49,584	\$52,369	\$55,155	\$57,940	\$60,726
6	\$57,383	\$60,169	\$62,955	\$65,740	\$68,526
7	\$66,297	\$69,640	\$72,983	\$76,325	\$79,668
8	\$76,325	\$79,668	\$83,011	\$86,354	\$89,696
9	\$87,468	\$91,368	\$95,267	\$99,167	\$103,067