



COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF GOVERNORS
OF
ACADIA UNIVERSITY**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 902
(ACADIA CAMPUS)**

May 1, 2005

to

June 30, 2008

10714(04)

TABLE OF CONTENTS

ARTICLES		PAGE
1	Preamble	4
2	Definitions	5
3	Management Rights	7
4	Future Legislation	8
5	Recognition	9
6	Health and Safety	10
7	No Discrimination	13
8	Security and Check-off	14
9	Union Management Relations	15
10	Labor/Management Committee	16
11	Grievance Procedure	17
12	Arbitration	20
13	Discipline, Suspension and Discharge	21
14	Strikes and Lockouts	22
15	Union Stewards	23
16	Joint Meetings with the University	24
17	Seniority	25
18	Job Posting	27
19	Appointments, Probation and Staff	29
20	Layoff, Termination and Resignation	30
21	Hours of Work	32
22	Overtime	33
23	Call-Back	34
24	Paid Holidays	35
25	Annual Vacation	36
26	Sick Leave	39
27	Leaves of Absences	41
	Jury Duty of Court Leave	41
	Maternity/Parental Leave	41
	Paternity Leave	42
	Bereavement Leave	43
	Emergency Leave	43
	Political Leave	44
	Conferences and Seminars	44
	Leaves of Absence	45
	Union Leave	45
	Other Leave	45
28	Temporary Assignment	47
29	Absence From the University	48
30	Technological Change	49
31	Educational Assistance	50

32	Personnel Files	53
33	Classification and Review	54
34	Group Insurance and Pension Plan	56
35	Salaries	57
36	Miscellaneous	58
37	Sexual and Personal Harassment	59
38	Revision by Mutual Agreement	60
39	Performance Review and Professional Development	61
40	Duration of Agreement	62
41	Job Sharing	63
Appendix A	Bargaining Unit of Service Employees International Union (SEIU) Local 902 (Acadia Campus)	66
Appendix B	SEIU Salary Tables	69
Appendix C	Bargaining Unit Positions Required to Work Other Than 35 Hours per Week	72
Appendix D	Supplementary Employment Benefit Plan for SEIU Local 902 (Acadia Campus)	73

ARTICLE1 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 secretarial, 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 less 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” 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.
- 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 “University” means the Governors of Acadia University.
- 2.08 “Union” means the Service Employees International Union, Local 902 at Acadia University.
- 2.09 “Bargaining Unit” means the Bargaining Unit determined by the Labor Relations Board of Nova Scotia as described in Appendix “A”.

- 2.10 **“Day” means a calendar day unless specified otherwise.**
- 2.11 **“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.**

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 the Agreement.
- 4.02** If legislation applying to employees results in greater rights or benefits than are in effect under **this** Agreement, such rights or benefits 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 Labor Relations 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 alternative 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 spent to attend meetings of the Committee and to **carry** out her/his functions as a member of the Committee, shall be deemed to be work time for which the employees 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 regulation;
 - (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 her/his place of employment where she/he has reasonable grounds for believing that the act is likely to endanger her/his 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 her/his 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 Collective Agreement, where the employee refuses to **do** work pursuant to 6.07(a), her/his 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 she/he** would have received had she/he 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 her/his 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 her/his 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 employee's 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 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, she/he shall report it to the Nova Scotia Occupational Health and Safety Division.

ARTICLE 7 NO DISCRIMINATION

7.01 The parties agree that there shall be no discrimination, interference, restriction, **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, national origin, political or religious affiliation, **sex**, sexual orientation, marital status, lawful sexual activity, place of residence, or membership or activity in the **Union**.

ARTICLE 8 SECURITY AND CHECKOFF

- 8.01** Employees who were employed prior to June 20, 1980, and coming within the Bargaining Unit are not required to join the Union ~~as~~ a condition of employment. However, each employee, whether or not she/he is a member of the Union, shall pay the equivalent of Union dues to the Union.
- 8.02** All new employees coming within the Bargaining Unit shall become and remain members of the Union ~~as~~ a condition of employment.
- 8.03** 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 provided, however, that such changes shall not be made more frequently than twice each year during the term of this Agreement and that such changes involve only fixed amounts.
- 8.04** 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 new employees shall begin on the first day of hire.
- 8.05** The University shall, once in every month, remit the dues deducted in accordance with Article **8.04** to the Union 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.
- 8.06** 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 **8.02**, **8.03**, **8.04** and **8.05**.

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 902 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 LABOR/MANAGEMENT COMMITTEE

- 10.01** The Labor/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 Labor/Management Committee shall be the Union Chairperson, Chief Steward, and one other union member relevant to the issues under discussion, or alternates. The University members shall include the 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 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 Labor/Management Committee shall:
- (a) normally meet once every two 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~~ the Collective Agreement.
- 10.05** This committee shall not be a prerequisite to a grievance as outlined in Article **11**.

ARTICLE 11 GRIEVANCE PROCEDURE

- 11.01 A grievance shall be defined **as** any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. There shall be no discrimination, harassment or coercion of any kind 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 purpose 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 her/his 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 their Department Head/ Supervisor. Time spent in processing steps of the grievance during work hours shall be considered time worked.
- 11.04 Copies of all grievances and replies thereto are to be sent to the Director of Human Resources and the Chief 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 Director of Human Resources or designate, 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 the Director of Human Resources or designate. in an Administrative department, this step will be dealt with by the appropriate Manager, Director, Vice President or the Chief Financial Officer, in consultation with the Director of Human Resources or designate.

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 the Director of Human Resources or designate. 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 the Human Resources Director 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 the Human Resources Director 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 the 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.

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 and the notice shall contain the name of the person appointed to be an arbitrator by the party giving the notice.
- 12.02 The party to whom notice is given shall, within six (6) working days after receiving the notice, name the person whom it appoints to be an arbitrator and advise the party who gave notice of the name of its appointee.
- 12.03 The two arbitrators named in accordance with this provision shall within ~~six~~ (6) working days after the appointment of the second of them, name a third arbitrator and ~~she/he~~ shall be the Chairman of the Arbitration Board.
- 12.04 If the party to whom notice is given fails to name an arbitrator within the period of six (6) working days after receiving the notice, or if the two arbitrators named by the parties fail to agree upon the naming of the Chairman within six (6) working days after the naming of the second arbitrator, the Minister of Labor of Nova Scotia shall, on the request of either party, name an arbitrator or shall name the Chairman, ~~as~~ the case may be, and, if the case ~~so~~ requires, the said Minister shall name the second arbitrator and Chairman. The Arbitration Board 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. The decision of the majority of the members ~~of~~ an Arbitration Board named under this Provision shall be the decision of the Board and if there is no majority decision the decision of the Chairman shall be the decision of the Board.
- 12.05 Regardless of any Article herein to the contrary, should both parties agree, a single arbitrator may be used instead of a three member arbitration board.
- 12.06 The Arbitration Board or single 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.
- 12.07 Each party who is required to name a member of the Arbitration Board shall pay the remuneration and expenses of the Chairman not paid for by the Department of Labor. In the case of a single arbitrator, the parties shall share in a similar manner ~~as~~ the expenses of the Chairman of a three member Arbitration Board.
- 12.08 The time limits set forth in this Article may be varied by mutual consent of the parties to the 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 ~~she/he~~ has 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 ~~she/he~~ was notified in writing, invoke the grievance procedure, including arbitration as set out in this Agreement. The employee shall lodge ~~her/his~~ 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 ~~her/his~~ former position according to the ~~terms~~ of the grievance or arbitration award.
- 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 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 Supervisors.

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 Union 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 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 her/his Department Head/Supervisor before leaving her/his **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 at disciplinary meetings with their Supervisors.
- 15.04** The Union shall notify Human Resources in writing of the name of each Steward and the **department(s)** she/he represents 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 Chairperson 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 Chairperson 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 provided that the employee obtains approval ~~from~~ their Department Head Supervisor prior to the meeting.
- 16.02** The employee shall, whenever possible, make her/his 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.
- 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~~ her/his service by a voluntary act, in writing;
 - (b) is discharged for just and reasonable cause;
 - (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 seven (7) calendar days from the time she/he receives notice of recall by registered mail.
- 17.04 After completion of the probationary period, seniority shall be effective from the date of employment.

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- 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.

ARTICLE 18 JOB POSTING

- 18.01** When a job vacancy, a leave replacement per Article 27 of 12 months or more, or a new position occurs with 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 procedure as outlined in this Article, shall apply to all positions within 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. 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 that 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 factors: training and experience, demonstrated performance and ability, skills and aptitudes. Where two or more candidates are judged by the selecting Department Head/Supervisor to meet requirements in all respects, seniority shall be the determining factor.
- 18.05** 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.
- 18.06** An employee who transfers to a higher graded position in the Bargaining Unit through job posting shall have her/his salary established at rate three (3) for the new classification.
- 18.07** 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 mailed 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.

- 18.08 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 Secretary vacancies at Salary Grade 4, or for Library Support and Technician positions at Grade 6, 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.
- 18.09 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.
- 18.10 The University shall supply a copy of job postings for vacant Bargaining Unit positions to the Union Chairperson, at or prior to the time of posting.
- 18.11
- (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, she/he shall be returned to her/his former position. Any other employee appointed ~~to~~ a new position because of the posting of an employee shall be returned to her/his 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 Department at least two (2) weeks before the expiry date of the applicable probation period as to whether her/his 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, her/his work performance shall be discussed by the supervisor and the Employee.
- 19.04 Probationary employees shall be entitled to all employment and seniority rights of the Collective 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 ~~s/he~~ does 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 Employer.
- 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.

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 judgement, 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. Failure to accept bargaining unit work will result in the loss of all seniority and employment rights.
- 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 judgement, are relatively equal between employees in the same job classification and grade, then seniority shall prevail.
- A recalled employee must accept bargaining unit work if offered. Failure to accept a recall will result in the loss of all seniority and employment rights. If the work offered is not full-time or sessional, SEIU seniority will not accrue. Regardless of the type or duration of employment offered the seniority protection period of Article 17.03(c) shall start at zero again, upon completion of a recall.
- 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 her/his current address. The employee shall return to work within seven (7) days from the time that she/he receives notice of recall unless, on reasonable grounds, she/he is 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 **her/his** intention to resign, having in mind the nature of **her/his** 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.
- 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 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 **An** employee, given notice of permanent layoff, may choose prior to the layoff, a lump sum severance in **lieu** of all employment, seniority and recall rights. The amount of severance paid under this article is one month's salary for each year of bargaining unit service to a maximum of twelve **(12)** months. Severance shall be prorated for partial years of service.

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** The work week of thirty-five **(35)** hours shall usually be five **(5)** days per week between Monday and Friday inclusive with a minimum ~~of~~ one 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** and **4:30 pm**.
- 21.03** All employees are entitled ~~to~~ two **(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. With the prior approval of the Department/Head Supervisor, the employee may take their **(15)** minute break(s) consecutive with her/his 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.

ARTICLE 22 OVERTIME

22.01 Subject to Article 21.04 overtime means time worked by an employee in excess of her/his then 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 In computing overtime credit, every segment of a quarter hour shall be regarded as one complete quarter hour.

An employee must, however, work at least thirty (30) minutes beyond her/his current work week before being eligible for overtime credits.

22.04 Overtime hours shall be compensated at a rate of time and one-half (1%) in remuneration, or time and one-half (1%) 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 determined by the Department Head/Supervisor in consultation with the Employee.

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 31st 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 30th of the same year.

ARTICLE 23 CALLBACK

- 23.01** When an employee has left her/his 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 three (3) 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**.

ARTICLE 24 PAID HOLIDAYS

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

1. New Years Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. First Monday in August
6. Labor Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Eve Day
10. Christmas Day
11. Boxing Day
12. Up to two (2) days between Christmas and New Year's as specified by the University.
13. One 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, she/he 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 her/his regular work schedule to work on that holiday, shall receive, in addition to pay at her/his 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 month vacation year ends June 30 of each year. June 30 is the day upon which vacation entitlements are calculated. Employees shall earn vacation with pay at the following rates:

<u>Service as of June 30</u>	<u>Vacation Days</u>
less than 1 year	for each month of service prior to June 30, the employee earns 1 day vacation to a maximum of 10 days
more than 1 year but less than 2	10 days
more than 2 years but less than 10	15 days
more than 10 years but less than 20	20 days
20 years or more	25 days

Vacation cannot be taken before it is accrued.

25.02 Upon a written request from an employee and subject to the recommendation of the Department Head/Supervisor and the approval of the Director of Human Resources the employee may carry forward to the next vacation year a maximum of five days vacation entitlement. All such requests must be submitted no later than May 31st to the Department Head/Supervisor and the Director of Human Resources. Vacation time earned but not taken shall automatically be paid out by August 31st of the year, unless a specific carry forward to the next vacation year has been granted. 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 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 (June 1 – August 31) 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 her/his annual vacation, such deferrals must be approved in advance by the Department Head/ Supervisor and the Director of Human Resources.
- 25.05 At the time of termination any vacation taken in excess ~~of~~ total entitlement shall be adjusted by deduction from salary.
- 25.06 On termination of employment an employee shall be entitled to pay in lieu of vacation as follows:
- (a) If an employee has not taken vacation earned as of the preceding July 1, pay for the vacation at their current salary plus accrued vacation pay at the applicable rate specified in 25.06(d) of the gross straight time earnings from the preceding July 1 to the last day of work.
 - (b) If an employee has taken vacation earned as of the preceding July 1, accrued vacation pay at the applicable rate specified in 25.06(d) of their **gross** straight time earnings from the preceding July 1 to the last day of work.
 - (c) If an employee was not in the University's employ on the preceding July 1, accrued vacation pay at the rate specified in 25.06(d) of their **gross** straight time earnings from her/his appointment date to the last day of work.
 - (d) For the purpose of calculating accrued vacation pay upon termination, the following rates apply:
 - 4% for employees earning vacation at the rate of one (1) day per month to a maximum of ten (10) days per year,
 - 6% for employees earning vacation at the rate of fifteen (15) days per year,
 - 8% for employees earning vacation at the rate of twenty (20) days per year,
 - 10% for employees earning vacation at a rate of twenty-five (25) days per year.
- 25.07 If an employee suffers a serious illness or injury while on vacation leave, the employee may request that her/his 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 the Director of Human Resources within three(3) days return to work, with a copy to her/his 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.

25.08 A newly hired employee who is on paid status for at least ten (10) working days in her/his first calendar month of service shall be credited with one (1) day vacation with pay for that month.

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 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 in order for sick leave to be approved:
- (a) The employee shall advise the Department Head/Supervisor as early as possible that she/he 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) The University may require a medical report from the attending physician for periods exceeding two (2) days and less than six (6).
 - (c) The employee shall provide a medical report from the attending physician for periods of illness exceeding five (5) consecutive days. In the case of illness 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.
 - (d) Frequent periods of sick leave may be reviewed by the University to determine if the employee is medically fit to carry out her/his responsibilities. This review may be carried out in consultation with a physician chosen by the University and the employee's physician.
- 26.04** (a) A new or potential employee may be required to undergo, without cost, medical examinations by a physician of the University's choice in the following instances:
- (i) prior to employment
 - (ii) within the first six(6) months immediately following employment. **This** may include cases of repeated or prolonged absences.

(b) 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.

- 26.05** Excessive intermittent use of these benefits may be considered as chronic absenteeism, which may require the employee to undertake, at the University's request, counseling and other treatment to improve their attendance at work.
- 26.06** An employee shall not be entitled to use sick leave while on a leave of absence without pay.
- 26.07** 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 3 ½ 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.
- 26.08** Employees shall be credited with sick leave ~~as~~ it is earned.
- 26.09** Upon leaving the employ of the University and having attained their normal or early retirement benefit from Acadia University Pension Plan, an employee shall have time ~~off~~ with pay equivalent ~~to~~ her/his unused sick leave to a maximum of thirty (30) working days, or at the employee's option, an equivalent lump sum payment.
- 26.10** When the illness of a family member forces the employee ~~to~~ take time off, the employee may charge the time off ~~to~~ her/his sick leave credits, to a maximum of five (5) days in any one vacation year. This provision applies to the employee's spouse, parents, grandparents, children or any other person residing in the employee's home.

ARTICLE 27 LEAVES OF ABSENCE

27.01 Leave Without Pay

Leave without pay for a period up to two (2) months may be granted on the approval of the Department Head/Supervisor, subject to the service needs of the University and availability of replacement staff.

27.02 Jury Duty or Court Leave

- (a) The University shall grant a leave of absence with pay to an employee during the time when she/he is not available for work by virtue of being required to report for jury duty, to serve on a jury, or is subpoenaed to give evidence in court.
- (b) The employee shall return payment received for services in court to the University less payment for travelling and meals.
- (c) The employee shall advise her/his 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.

27.03 Maternity/Parental Leave

- (a) The University shall abide by the regulations of the Nova Scotia Labour Standards Code with regard to maternity leave.
- (b) During the maternity 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 woman 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 leave shall resume the position she held prior to the leave, except if that position was eliminated from the staff complement while the employee was on leave, in which case she 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.
- (i) When Maternity/Parental 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 Leave shall advise her Department Head/Supervisor if her 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.

27.05

Paternity Leave

- (a) A male employee shall be granted a leave of up to two (2) days with pay when his spouse gives birth.
- (b) In cases warranting more time off than provided under 27.05(a), the employee may apply for consideration under the provisions of Article 27.07 Emergency Leave.

27.06

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)** days, to attend the funeral of the employee's mother, father, sister, brother, child, common-law partner or spouse. Up to three (3) days with pay shall be granted to attend the funeral of an employee's grandmother, grandfather, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, step-child, or relative permanently residing in the employee's household.
- (b) In special circumstances where the employee is required to travel outside the Province of 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 Headsupervisor.
- (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.

27.07

Emergency Leave

- (a) The University may grant up to five **(5)** days for a leave of absence with pay to **an** employee in an emergency situation. 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 her/his Department Head/Supervisor as soon **as** possible stating that she/he 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.

27.08 Political Leave

- (a) The University recognizes the right of every citizen to enter political life if she/he **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 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 she/he will be entitled to resume her/his former position per Article 27.10(c).
- (d) In the event the candidate is elected to the Parliament of Canada or Nova Scotia Legislature, she/he will be granted a leave of absence without pay for the term for which she/he has been elected. At the end of this time, if she/he decides **to** contest a second election, she/he will be required to resign her/his position. If she/he does not wish to stand again, she/he will be entitled to resume her/his employment with the University but there is **no** guarantee of reinstatement in her/his former position.

27.09 Conferences and Seminars

- (a) Where an employee is required to attend conferences, meetings or seminars 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.
- (b) Upon return to the University from a conference 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.

27.10 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 parties.
- (b) Leaves granted under Article **27.10** shall only be for the purpose of the employee taking full-time study or to accompany their spouse, who is also an employee of Acadia University, who is to be away on sabbatical or other academic or administrative leave.
- (c) The employee shall submit a written request for leave to her/his 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.
- (d) ~~An~~ employee shall not be granted a second leave under the provisions of Article **27.10** unless ~~six~~ (6) years ha5 elapsed from the conclusion of the previous leave.

27.11 Union Leave

Leave of absence with pay may be granted to an employee to attend Union conferences or seminars. The Union shall make the requests 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 **(20%)** to offset any other costs incurred.

27.12 Other Leaves

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

27.13 The employer will notify the union of all employees who are on a leave of absence without pay.

ARTICLE 28 TEMPORARY ASSIGNMENT

- 28.01** Where an employee is temporarily assigned by the Department Head/ Supervisor to perform in a classification paying a higher rate, she/he shall be paid for the entire period of assignment at the rate applicable to such classification provided she/he has 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, she/he shall be paid at her/his 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 out of the Bargaining Unit without the employee's consent.
- 28.05** On completion of the temporary assignment, the employee shall return to her/his 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.
- 28.06** Temporary assignments shall not be extended past **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 her/his 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 2.11 and to address the employees' fear of loss of employment which may be caused by such changes.
- 30.02** The Department Head/Supervisor shall advise the Union and affected employees, whenever practical, of technological changes as defined in Article 2.11, which results in a reduction in the number of employees required. This notice will be given one month 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) With the exception of correspondence courses the academic fees charged to the children or spouse of **an** employee, in respect of any or all credit courses taken at the University and the Acadia Divinity College, shall be one-half **(50%)** the standard fees.
- (b) To qualify for this benefit, an employee must be employed on full-time basis from the first 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 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) These benefits are a taxable benefit to the employee.
- (e) **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.

31.02 Tuition Discount for Full-time Employees

The benefits under Article 31.02 apply to only one 3-hour credit course per academic session; fall, winter, spring, summer. **An** employee must have the approval of *her/his* 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 3-hour credit courses for credit during any one academic session. An employee may not register for more than one 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 percent (100%) for a university course taken for credit up to a maximum of twelve (12) credit hours in the 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 Head/Supervisor to qualify for this (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 percent (**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 time. 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
- (a) Employees appointed for full-time sessional appointments shall be eligible to receive employee and family discount benefits under Article 31, providing the employee has:
 - (i) worked at least eight continuous months in the preceding academic year, and
 - (ii) been officially notified of a reappointment to another sessional appointment of at least eight months duration.
- 31.04 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.
- 31.05 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

- 31.06 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 Freedom of Information & Protection of Privacy Legislation.
- 32.03** **An** employee shall have access to her/his personnel file by providing the Director of 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 such Committee, 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 February, 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 which ever 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 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.

33.04 The JEC shall consider each request for a review and within thirty (30) working days from the last workday of February 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.

33.05 Decisions ~~on~~ salary adjustments arising out of an employee's request for review shall be retroactive ~~to~~ the first working day of March.

33.06 A committee review shall not be undertaken if:

- (a) the review involves a position which has been restructured or reorganized less than three (3) months prior to the last working day in February or
- (b) 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**) days of its creation.

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 The University Committee ~~on~~ Pensions shall continue ~~to~~ oversee the plan and make recommendations concerning changes in the plan.

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

34.03 Health Spending Account

The University agrees to commit \$325 (pro-rated for appointments that are less than 12 months or half-time term) to each qualified employee's Health Spending Account on January 1, 2006.

The University agrees to commit \$650 (pro-rated for appointments that are less than 12 months or half-time term) to each qualified employee's Health Spending Account on July 1, 2006.

The University agrees to ~~commit~~ \$650 (pro-rated for appointments that are less than 12 months or half-time term) to each qualified employee's Health Spending Account on July 1, 2007.

ARTICLE 35 SALARIES

- 35.01** Salary rates for employees shall be set out in Appendix B for the contract years beginning May 1, 2005, and July 1, 2006, and July 1, 2007.
- 35.02** New employees hired during the term of this agreement will have their salary set at rate 3 of the salary table for their classification and grade.
- 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.

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 her/his private automobile for University business.
 - (b) Where an employee has been requested and agrees to use her/his private automobile for University business, she/he shall be paid at the standard University mileage rate.

ARTICLE 37 SEXUAL AND PERSONAL HARASSMENT

- 37.01** The University neither tolerates nor condones sexual and personal harassment. An Equity Office has been established to develop policy and procedures and to handle complaints from employees.
- 37.02** If the employee chooses, in a matter of alleged sexual and personal harassment, she/he may pursue the matter through the Grievance Procedure, Article 11.

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 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 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 and seminars which will enhance their performance **on** the job.
- (b) Attendance **at** training and professional development courses, workshops and seminars approved **by** the Department Head/ Supervisor shall be handled under the provisions of Article 27.09.

ARTICLE 40 DURATION OF AGREEMENT

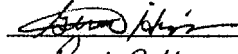
40.01 This Agreement shall become effective May 1, 2005 and remain in full force and effect until June 30, 2008 and thereafter shall automatically renew for periods of one year unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to an expiry date that the said party desires to terminate the 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.

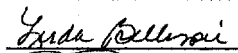
ARTICLE 41 JOB SHARING

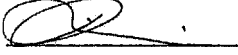
41.01 The parties agree to abide by the University's Job Sharing Policy.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement at Wolfville,
Nova Scotia, this 18th day of October, 2005.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 902 (ACADIA CAMPUS)

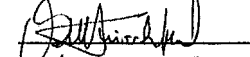


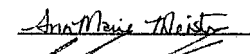
Rose C. Hare


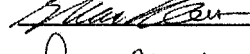
Linda Bellisari


Elva Williamson

THE GOVERNORS OF ACADIA UNIVERSITY



Heather L. Dwyer


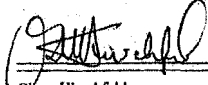
Anna Marie Meister


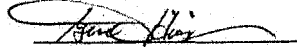
John Maclean

October 6, 2005

Letter of Understanding 1

The University will within sixty (60) days of the signing of this agreement establish a committee to review the job classification specifications currently being used by the Job Evaluation Committee for job evaluation. The University will invite two (2) representatives from the Parties to participate on the committee. The purpose of this committee will be to make recommendations to update the specifications (where appropriate) currently used in the job evaluation process of SEIU jobs. Changes recommended by this committee cannot lower the job duties and responsibilities of the current specifications. The committee is to provide their recommendations to the University before December 31, 2006. The employer agrees that the recommendations implemented by the University regarding job classification specifications will be posted on the Human Resources website.



Glenn Hirschfeld
Director of Human Resources (Acting)

Gerard Higgins
Service Employees International Union
Local 902 (Acadja Campus)

Appendix A

BARGAINING UNIT OF SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 902 (ACADIA CAMPUS)

All full-time and regular part-time employees of Acadia University, Wolfville, Nova Scotia, providing secretarial, 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-president (Academic)
 - Vice-president (Administration)
 - Dean of Arts
 - Dean of Science
 - Dean of Professional Studies
 - Dean of Research and Graduate Studies
 - Dean of Business Administration
 - Dean of Education
 - Dean of Engineering
 - Dean of Home Economics
 - Dean of Music
 - Dean of Recreation and Physical Education
 - Director of Secretarial Science
 - Director, School of Computer Science
 - Director, School of Business
 - Director, School of Education
 - Director, School of Engineering
 - Director, School of Music
 - Director, School of Nutrition and Dietetics
 - Director, School of Recreation Management and Kinesiology
 - Director, Extension and Coordination of Continuing Education
 - Chairman, Board of Graduate Studies
 - Registrar
 - Comptroller
 - Assistant Comptroller
 - Chief Accountant
 - Assistant Accountant

Supervisor, Accounts Payable
Supervisor, Accounts Receivable
Payroll Supervisor
Payroll Clerk
Purchasing Agent
Manager, Bookstore
Assistant Manager, Bookstore
Director of Admissions
Assistant Director, Admissions
Manager, Admissions
Director, Alumni Affairs, Development and Information Services
Assistant Director, Alumni Affairs
Assistant Director, Information Services
Director of Personnel
Director of Human Resources
Director of Security
University Librarian
Professional Librarians
Manager, Residences and Dining Halls
Director, *Art* Gallery
Chaplain
Administrative Assistant, Recreation and Physical Education
Director, Computer Centre
Assistant Director, Computer Centre, User Services
Assistant Director, Computer Centre, Operations and Software
Academic Consultant, Computer Centre
Programmer Analyst, Computer Centre
Computer Operator, Computer Centre
Director, Physical Plant
Assistant Director, Physical Plant
Supervisor, General Maintenance
Supervisor, Heating
Supervisor, Electrical and Mechanical
Supervisor, Laundry
Supervisor, Custodial Services
Assistant Supervisor, Custodial Services
Supervisor, Office Services
Assistant Supervisor, Office Services
Storeskeeper
Locksmith
Electronics Technician, Physical Plant
Draftsman
Secretary to the President
Secretary to the Vice-president (Academic)

Secretary to the Vice-president (Administration)
Secretary to the Director of Physical Plant
Secretary to the Director of Personnel
Secretary to the Director of Security
Students
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
SEIU Salary Table
May 1, 2005 to June 30, 2006

Classification				Grade	Rate3	Rate4
Clerk	Secretary			4	\$24,700	\$25,195
Clerk	Secretary	Library Support	Technician	6	\$28,830	\$29,405
Clerk	Secretary	Library Support	Technician	7	\$33,581	\$34,253
Clerk		Library Support	Technician	8	\$40,934	\$42,530

Appendix B
SEIU Salary Table
July 1, 2006 to June 30, 2007

Classification				Grade	Rate3	Rate4
Clerk	Secretary			4	\$25,441	\$25,951
Clerk	Secretary	Library Support	Technician	6	\$29,695	\$30,288
Clerk	Secretary	Library Support	Technician	7	\$34,589	\$35,280
Clerk		Library Support	Technician	8	\$42,162	\$43,806

Appendix B
SEIU Salary Table
July 1, 2007 to June 30, 2008

Classification				Grade	Rate3	Rate4
Clerk	Secretary			4	\$26,205	\$26,729
Clerk	Secretary	Library Support	Technician	6	\$30,585	\$31,196
Clerk	Secretary	Library Support	Technician	7	\$35,626	\$36,339
Clerk		Library Support	Technician	8	\$43,427	\$45,120

Appendix C

BARGAINING UNIT POSITIONS REQUIRED TO WORK OTHER THAN 35 HOURS PER WEEK

DEPARTMENT	POSITION	WEEKLY <i>HOURS</i>
A.I.T.T.	Secretary	17 ½
Biology	Technician	17½
Biology	Technician	17½ (summer) 35 (academic year)
Computing Services	Secretary	37½
Geology	Technician	17 ½
Estuarine Centre	Secretary	17½
Engineering	Secretary	26 ¼
Mail Room	Manager	40
Mathematics and Statistics	Secretary	17 ½
KC Irving Center	Secretary	17 ½
Student Resource Center	Secretary	17 ½
Vaughan Library	LS-II	17½
Vaughan Library	LS-II	17½
Vaughan Library	LS-II	17½
Vaughan Library	LS-II	17½
Vaughan Library	LS-II	40

Appendix D

SUPPLEMENTARY EMPLOYMENT BENEFIT **PLAN**
FOR
SEIU LOCAL 902 (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 the Collective 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 months, who is granted Maternity Leave consistent in timing and duration with the Labor 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 75% 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 fifteen consecutive weeks preceded by an employment insurance waiting period. All amounts paid under the plan will be subject to normal income ~~tax~~ deductions.

Benefit Non-entitlement

1. Total benefits are not payable for any period in which the employee is disqualified or disentitled from receipts of benefits under the Employment Insurance Act.

2. Benefits are not payable if:
- (a) the employee has been dismissed or suspended without pay
 - (b) the employee has terminated her 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 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.

ACCIDENT INSURANCE



Revised September 1, 1991

Acadia University

Wolfville, Nova Scotia

NS

ACCIDENT INSURANCE

The Accident Insurance Plan is designed to compensate you for accidental injury. Accident Insurance awards are tax-free and are payable in addition to any other insurance you may have. The exact amount to which you are entitled depends on the severity of the injury sustained.

The Accident Plan is insured by the Citadel Assurance Company under policy 9219188.

Amount Of Coverage

All compensation for injuries under the Accident Insurance Plan is calculated as a percentage of a "principal sum." The "principal sum" is a multiple of your earnings based on your age. It is identical to your Basic Group Life Insurance. Under a special provision in the Accident Plan, your principal sum automatically increases by 1% each year during your first five years of membership in the plan.

Principal Sum
Your Age As Of July 1 Multiple Of Annual Earnings*

under age 43	6.00
age 43	5.60
age 44	5.20
age 45	4.80
age 46	4.40
age 47	4.00
age 48	3.75
age 49	3.50
age 50	3.25
age 51	3.00
age 52	2.75
age 53	2.59
age 54	2.46
age 55	2.32
age 56	2.19
age 57	2.05
age 58	2.00
age 59	2.00
age 60	1.65
age 61	1.51
age 62	1.38
age 63	1.24
age 64	1.11
age 65	1.00

*"Annual earnings" refers to your gross annual earnings excluding bonuses and overtime pay. If necessary, "annual earnings" will be determined in accordance with the contract of employment for faculty members and on the basis of 40 hours per week, 4.33 weeks per month and 12 months per year for other employees.

Insured Injuries

The following injuries are covered provided they occur within 365 days of the accident. In the case of multiple injuries to the same limb, only the largest award will be paid.

Loss of:	% of principal sum
Both hands or feet	100%
Use of both hands, feet or legs	100%
Sight of both eyes	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
One arm or leg	75%
Use of one arm or leg	75%
One hand or foot	66 2/3%
Use of one hand or foot	66 2/3%
Entire sight of one eye	66 2/3%
Speech	66 2/3%
Hearing in both ears	66 2/3%
Thumb and index finger or four fingers of one hand	33 1/3%
One of thumb and index finger or four fingers of one hand	33 1/3%
All toes of one foot	25%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%

Benefits are rounded to the nearest \$100.

"Loss" means 1) complete severance through or above the wrist or ankle joint with regard to hands and feet, 2) entire and irrecoverable loss of sight with regard to eyes, 3) complete severance through or above the knee or elbow joint with regard to legs and arms, 4) complete severance through or above the knuckle adjoining the hand with regard to thumb and index fingers, 5) entire and irrecoverable loss that

does not allow audible communication of any degree with respect to speech, 6) entire and irrecoverable loss that cannot be corrected with a hearing aid or device with respect to hearing, 7) actual severance through or above the knuckle adjoining the foot with regard to toes, 8) complete and irreversible paralysis of limbs with regard to quadriplegia, paraplegia and hemiplegia.

“Loss of use” means total and permanent loss of use that has persisted for at least 365 days.

Special Seat Belt Benefit

Compensation is increased by 10% for injuries sustained while wearing a seat belt.

Family Transportation

If you are hospitalized for an insured injury 150 kilometres or more from home, the plan will reimburse up to \$1,000 for necessary hotel and travel expenses for one immediate family member to visit you.

Rehabilitation

If you suffer an insured injury and you subsequently participate in a formal rehabilitation programme for employment purposes, the plan will reimburse up to \$10,000 in rehabilitation expenses. These expenses must be incurred within three years of the accident and do not include living expenses or the cost of room, board, travel or clothing.

Claims

Your claim must be submitted within 90 days of your injury or expense. Late claims may be rejected by the insurance company.

If expenses for family transportation and rehabilitation are already covered under another plan to which you belong, they should be submitted to the other plan first. Any expenses remaining unpaid may then be submitted to this

plan. Total reimbursement from all plans may not exceed 100% of actual expenses.

In The Event Of Your Death

Should you die before all Accident Insurance benefits owing to you have been paid, the balance will be paid to the beneficiary you have named under the Basic Group Life Insurance Plan. If no beneficiary has been named, the balance will be paid to your estate.

Exclusions

Accident Insurance does not cover:

- intentional self-inflicted injuries while sane or self-inflicted injuries while insane
- injuries related to an act of war (declared or undeclared) or while serving in the armed forces of any country which is in a state of war
- service as a pilot, operator or crew member of any aircraft or injuries in connection with an aircraft that is owned, operated or leased on behalf of the University.

Note

Please read the Introduction in your benefits package for general information on this and other benefits.

Every effort has been made to give an accurate representation of your coverages. However, should there be a discrepancy between the information contained in this booklet and our insurance contracts, the contracts will prevail.

September 1991

GROUP HEALTH INSURANCE

**Acadia University/
Blue Cross of Atlantic Canada**

Revised September 1, 1995

GENERAL INFORMATION

Claiming Benefits

The following procedures should be followed in the event of a claim:

1. All Health Benefits are on a reimbursement basis unless otherwise specified in the Schedule of Benefits. Claims must be submitted within four months of receiving services or supplies. To claim benefits on a reimbursement basis, please follow the procedures described in paragraph (b) below.

For Health Care or Drugs claims, on a direct payment basis, the subscriber or department should first determine if the "provider of services" is a participating or non-participating member under the Blue Cross program. After this, one of the procedures below should be followed:

- (a) Participating Provider: the subscriber's Blue Cross identification card should be shown and the provider will arrange to bill Blue Cross directly, or
- (b) Non-participating Provider: the subscriber must pay the provider, obtain an official receipt and submit this to Blue Cross for payment. Where Private Duty Nursing or Vision Care claims are involved, the subscriber should also arrange for the completion of the appropriate claim forms, which are available from your employer or the provider of services. For drug claims on a reimbursement basis, receipts must indicate the following information for each prescription item:

patient's name
prescription number and date
dispensed
D.I.N. (Drug Identification
Number) or drug name,
strength and quantity.

2. Your plan includes Group Travel Benefits; please refer to the appropriate page in this booklet for claims filing procedures.

Eligible Employees

Eligible active employees include full-time, part-time, sessional and job-sharing employees. Retired employees enrolled as active employees prior to retirement are eligible employees.

Employees may elect coverage, within the 31 days of becoming eligible following the waiting period, by completing an application. Coverage is effective on the date of eligibility, except when: (a) the employee is not actively at work on the day that coverage would otherwise become effective, or (b) the application is made after the 31 day period. If not actively at work when you would normally have become eligible, your coverage will commence when you return to work on a full-time basis.

Eligible Dependents

Dependent means the subscriber's spouse and unmarried dependent children as defined below. Dependents defined below shall exclude any person for whom evidence of health, if required, was not approved by Blue Cross.

1. Spouse means a spouse legally married to the employee in an ecclesiastical or civil ceremony or a partner who cohabits on a continuous basis with an employee in a spousal relationship that is not a legal marriage,

including a partner of the same gender, provided that the cohabitation existed for a period of 12 months prior to the partner being admitted to the plan. The subscriber requesting coverage for such a partner must give written notice to Blue Cross. Unless such written request is made, the person legally married to the subscriber shall be considered to be the covered spouse. Discontinuance of cohabitation with the subscriber shall terminate coverage of the partner.

2. Children shall mean the subscriber's natural, adopted or stepchildren who are dependent upon the subscriber for financial care and support. Such children must be unmarried, and less than 21 years of age; or, to age 25 if attending an accredited educational institution, college or university on a full-time basis. The children of the subscriber's common-law spouse shall be covered provided the children are living with the subscriber.

Unmarried children 21 years of age or older shall qualify, if they are dependent upon the subscriber by reason of a mental or physical disability and became totally disabled prior to attaining age 21, and who have been continuously disabled since that time. Unmarried, unemployed children who became totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to their attaining age 25 and have been continuously so disabled since that time shall also qualify as a dependent.

Dependent coverage begins for your eligible dependents on the same date as your coverage, or as soon as they become eligible dependents if added later, provided that dependent benefits were applied for within 31 days of their becoming eligible. If coverage is not applied for within this 31 day period, evidence of health on the dependents may have to be submitted and approved before coverage begins.

Evidence of Health

Proof of good health is not required if application is made within 31 days of first becoming eligible. If coverage is not applied for within this 31 day period, evidence may be requested for the employee and his dependents, if any, before benefits commence.

Termination of Benefits

Coverage for you and your dependents will cease on the earliest of:

- the date you terminate employment
- the date you cease to be eligible due to death, leave of absence, age limitation, change in classification, etc.
- the termination date of the Group Contract.

(The exact terms are contained in the Group Contract).

Schedule of Benefits

(Underwritten by Blue Cross of Atlantic Canada)

Hospital Benefits

- semi-private room accommodation
- paid directly to the hospital
- program pays 100% of the eligible expenses

Worldwide Travel Benefits

- benefits are provided for an accident or unexpected illness outside the province of residence
- payment assistance through World Assistance
- program pays 100% of the eligible expense

Out of Canada Referrals

medical services incurred outside of Canada on a referral basis when those services are unavailable in Canada

program pays 100% of the eligible expense up to a lifetime maximum payment of \$500,000 per person

Extended Health Benefits

reimbursement to the employee
program pays 90% of the eligible expense
combined deductible applicable to Extended Health and Vision Care benefits: \$50 single / \$100 family per calendar year

Vision Care

eye examination, one in any 24 consecutive months (12 months if under 18 years of age)
lenses and frames or contact lenses in lieu of spectacle lenses to a maximum amount payable of \$250
reimbursement to the employee
program pays 90% of the eligible expense
combined deductible applicable to Extended Health and Vision Care benefits: \$50 single / \$100 family per calendar year

Prescription Drugs *

Blue Cross Managed Care Drug Formulary (MA)
includes oral contraceptives and prescription drug items approved by Blue Cross
paid directly to the pharmacy
the employee pays \$5 for each drug on the prescription
program pays 100% of the remaining eligible expense
Certain prescription-requiring drugs on the eligible drug benefit list are eligible benefits on

an individual consideration basis due to specific medical needs and when approved by Blue Cross under the **Special Authorization process**.
** This benefit available only to active employees and retired employees under age 65.*

HEALTH CARE BENEFITS

If you (or your dependents, if applicable) incur charges for any of the following while insured, Blue Cross will pay the reasonable and customary charges for these eligible expenses, based on any deductible, coinsurance or maximum amount shown in the Schedule of benefits and the benefit maximums listed below.

Hospital Coverage

Hospital Room - the difference between standard ward accommodation and the room accommodation indicated in the Schedule of Benefits.

Outpatient Services - outpatient and diagnostic services of a hospital or private facility approved by Blue Cross.

Ancillary Services - ancillary services up to a maximum of \$1,000 per hospital admission where such services are not fully covered under a Government Health Program.

Extended Health Benefits

Professional Ambulance - Charges, payable at 100% of eligible expense, for licensed ambulance services required to transport a stretcher patient to and from the nearest hospital able to provide essential care. Charges for air transport are included to a maximum of **up** to three economy seats on a regularly scheduled flight.

Paramedical Services - Charges for treatment by the following licensed practitioners in private practice: clinical psychologist, speech therapist, occupational therapist; osteopath, chiropractor, chiropodist/podiatrist, masseur to a maximum of \$25 per treatment, 20 treatments per calendar year.

Private Duty Nursing - Charges of a Registered Graduate Nurse or V.O.N. (not a relative of the patient or resident of the same home) for medically necessary nursing care when ordered by the attending physician. Charges of a Certified Nursing Assistant will be paid if a registered nurse is not available, on the approval of the physician. The nurse must be currently registered with the appropriate nurses' association. There is a maximum of \$10,000 in any 12 consecutive month period.

Accidental Dental - Charges for dental treatment, when natural teeth have been damaged by a direct, accidental blow to the mouth, or a fractured or dislocated jaw required setting. This dental treatment must be rendered or reported and approved for payment by Blue Cross within 180 days of the accident. Eligible expense will be the dentist's usual and customary fee up to the "dental fee guide" for general practitioners in effect where services are rendered.

Medical Equipment - Charges for, rental of a wheel chair, breathing apparatus, hospital-type bed (including mattress and safety side rails), or other durable equipment for therapeutic use, to a maximum of \$5,000 per lifetime. If, due to extended illness or disability, it is felt that the need for these items will be long term, Blue Cross, at its sole discretion, may approve the purchase of these items.

Medical Appliances and Supplies - Charges for the following remedial prosthetic appliances or

supplies: artificial limbs or eyes, crutches, splints, casts, trusses and braces, orthopaedic shoes and heating aids, and other medically necessary services and supplies when ordered by the attending physician and approved by Blue Cross.

Oxygen and Blood - Charges for oxygen, blood or blood products when not provided by the Canadian Red Cross or other agencies.

Physiotherapy - Charges for treatment by a licensed physiotherapist.

Diagnostic and X-Ray Services - Charges for diagnostic and X-ray services, when carried out by a hospital or a private laboratory which, in the opinion of Blue Cross, is qualified to render such services. 'these services will include laboratory services, X-ray examination, X-ray therapy and radium and isotope therapy treatment by a certified radiologist.

Physician Services - The usual and customary charges of a physician licensed to practice where the services are rendered. The services obtained must have been provided outside the participant's province of residence, and eligible expense will be based upon the charges less the allowance under the participant's provincial government health care program.

Hearing Aids - hearing aids when prescribed by an otologist or clinical audiologist subject to a maximum eligible expense of \$600 in three calendar years.

Vision Care Benefits

Eye Examination Charges of a registered, licensed optometrist or ophthalmologist for one eye examination as described in the Schedule of Benefits.

Lenses and Frames - Charges for lenses and frames, or contact lenses in lieu of spectacle lenses, but excluding safety glasses or glasses for cosmetic purposes, as described in the Schedule of Benefits.

Prescription Drug Coverage

Please refer to the Schedule of Benefits page to determine if the drug benefit is on a direct-payment or reimbursement basis, the payment features and the benefit list applicable to this plan.

Eligible drug expenses include medically necessary items which, by law, can only be obtained with a prescription of a physician or dentist, which are authorized as benefits by Blue Cross, and which are dispensed by a licensed pharmacist.

Coordination of Benefits

In the event that benefits may be claimed under more than one section of the health care plan, the claim will be assessed in a manner which provides the greatest benefit to the subscriber.

Benefit payments will be coordinated with any other plan or arrangement, in accordance with the Canadian Life and Health Insurance Association (CLHIA) guidelines, so that the total amount received from all sources will not be greater than the actual expense incurred.

Conversion Privilege

If you should terminate employment, you may convert to an Individual Health Plan currently issued by Blue Cross provided that application is made within 31 days following your date of termination. This conversion privilege is also available to the surviving spouse and/or dependents in the event of your death.

Exceptions and Limitations

Health Care Benefits will not be payable for charges in connection with the following:

- medical examinations or routine general checkups required for the use of a third party; charges for rest cures, convalescent care, custodial care, rehabilitation services in a hospital for the chronically ill or a chronic care unit of a general hospital, or charges incurred by the participant when, in the opinion of Blue Cross, proper treatment should be in a chronic care unit or institution for the chronically ill; charges relating to elective services obtained by a participant outside his province of residence when his provincial government health care programs have not accepted liability for those items normally covered in the participant's province of residence;
- any services and supplies to which the participant is entitled under any Workers' Compensation statute or any other legislation; charges which normally would not be made if the participant were not covered by this policy;
- services for cosmetic purposes or conditions not detrimental to one's health; any services and supplies normally available without cost, or at nominal cost, under any government statute on the effective date of this policy;
- mileage and/or delivery charges to or from a hospital, physician, dentist or other provider of services and supplies;
- services in connection with an injury or disease resulting from riot, insurrection or war, whether war be declared or not. This includes any condition caused directly or indirectly by any armed forces;
- any item or service not listed as a benefit;
- medication restricted under federal or provincial legislation which are prescribed and/or dispensed despite such regulations;

registration charges or non-resident surcharges
in any hospital;
services required as a result of attempting to
commit a criminal act;
services performed by an unqualified
practitioner;
charges for missed appointments or the
completion of claim forms;
services which are normally paid for directly or
indirectly by the employer;
injuries resulting from alcoholism, drug
addiction and intentionally self-inflicted injuries;
artificial aids or appliances;
dental care or x-rays for dental purposes;
group inoculations.

WORLDWIDE TRAVEL BENEFITS

The Group Travel Plan covers a wide range of benefits which may be a result of an accident or unexpected illness incurred outside the participant's province of residence while on business or vacation. Subject to the maximum amounts indicated below, the Plan pays 100% of the eligible expense with no overall maximum, less the amount allowed under any Government Health Program. Eligible expenses include:

Hospital Accommodation - the cost of hospital room accommodation (not a suite) and medically necessary inpatient/outpatient services.

Physicians and Surgeons - customary charges by physicians and surgeons for services rendered.

Medical Appliances - the cost of casts, canes, slings, splints, trusses, braces and/or temporary rental of a wheelchair, when required due to an accident or sudden illness which occurs outside the province of residence and when ordered by a physician.

Nurse - charges for private duty nursing (not a relative of the patient or an employee of the hospital) when ordered by an attending physician.

Ambulance - normal charges for ambulance services, including air ambulance and evacuation to and from the nearest qualified medical facility.

Coming Home - extra costs of return economy fare by the most direct route (air, bus, train) when an illness is such that the patient must return home and be accompanied by a qualified medical attendant (not a relative). Written authorization is required from the attending physician. If returning on a commercial aircraft, the benefit covers:

- two economy seats by most direct route to the patient's home city *in* Canada, one for the covered patient and one round trip fare for a medical attendant;

- the number of economy seats required to accommodate the covered person if on a stretcher and one round trip fare for a medical attendant.

Diagnostic Services - charges for laboratory services for diagnostics and x-rays when ordered by the attending physician.

Paramedical Services - charges made by a licensed chiropractor, osteopath, chiropodist, podiatrist or physiotherapist, up to the usual and customary fee excluding charges for x-rays.

Prescriptions - charges for drugs, serums and injectables, approved by Blue Cross, and purchased on the prescription of a physician (vitamins, patent and proprietary drugs excluded).

Dental Services - up to \$1,000 Canadian for dental treatment necessitated by a direct accidental blow to the mouth. Such services must be rendered or reported and approved within 180 days of the accident and be supported by details of the accident.

Vehicle Return - up to \$500 Canadian for the cost of driving the patient's vehicle, either private or rental, by commercial agency to the patient's residence or nearest appropriate vehicle rental agency when the patient is unable to return it due to sickness or accident.

Return of Deceased - Up to \$3,000 Canadian towards the cost of preparation and homeward transportation of a deceased covered person (excluding the cost of a coffin) to the point of departure in Canada by the most direct route.

Meals and Accommodation - up to \$1,200 Canadian (\$150 per day for eight days) per trip for extra costs of commercial accommodation and meals incurred by the subscriber, or by a covered dependent remaining with a travelling companion when the trip is delayed due to illness or accident to a travelling companion or a covered person. This must be verified by the attending physician and supported with receipts from commercial organizations.

Transportation to Visit the Covered Person - return economy fare by the most direct route for transportation costs (air, bus, train) when the covered person has been confined to hospital or has died, and the attending physician advised the necessary attendance of a family member or close friend of the covered person.

Emergency and Payment Assistance - the services of a 24-hour emergency hotline are available to participants who need assistance while travelling. By telephoning the appropriate

number on your "World Assistance Card" when a medical emergency occurs, coverage will be confirmed to the hospital or physician. Payment of medical expenses will be arranged or coordinated on behalf of the participant. In addition, the following services are offered.

Medical Assistance - the patient may call for a list of hospitals or medical facilities and arrangements will be made for:

- advice from a qualified physician
- medical follow-up of the patient's condition and communication with the subscriber and family
- return home or transfer of patient if medically permissible
- transport of a family member to the patient's bedside or to identify the deceased.

Non-Medical Assistance - the patient may call to obtain:

- an emergency response in any major language
- emergency assistance in contacting the family or business
- referral to legal counsel.

Coordination of Benefits

In the event that benefits may be claimed under more than one section of the health care plan, the claim will be assessed in a manner which provides the greatest benefit to the subscriber.

Benefit payments will be coordinated with any other plan or arrangement, in accordance with the Canadian Life and Health Insurance Association (CLHIA) guidelines, so that the total amount received from all sources will not be greater than the actual expense incurred.

Exclusions

1. No benefits are available under the Plan for residents travelling outside their province of residence primarily or incidentally to seek medical advice or treatment, even if such a trip is on the recommendation of a physician.
2. No benefits are available under the Plan for elective (nonemergency) treatment or surgery. This is defined as treatment or surgery (a) not required for the immediate relief of acute pain and suffering, or (b) which reasonably could be delayed until the covered person has returned to Canada, or (c) which the covered person elects to have rendered or performed outside of Canada following emergency treatment for, or diagnosis of, a medical condition which (on medical evidence) would not prevent the covered person from returning to Canada prior to such treatment or surgery.
3. Benefits under the Plan shall not be paid if the covered person receives the same from a third party.
4. No benefits will be paid for expenses incurred as the result of abuse of medications, drugs or alcohol; suicide or attempted suicide; criminal acts, war or other hostilities.
5. Blue Cross, in consultation with the attending physician, reserves the right to return the patient to Canada. If any patient is (on medical evidence) able to return to Canada following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing medical services, treatment or surgery, and the patient elects to have such treatment or services rendered, or surgery performed, outside Canada, the expense of such continuing medical services, treatment or surgery will not be covered by this Plan.

6. Coverage is limited to expenses incurred as a result of a sudden illness or accident which occurs outside the participant's province of residence. Pre-existing conditions will be covered as a benefit, provided the condition is stabilized prior to travel, and medical attention is not anticipated during the travel period.

Claiming Benefits

When not using the Emergency and Payment Assistance services, obtain detailed receipts in duplicate for any expenses incurred outside your province of residence. Upon your return, send one of the receipts to your Provincial Government Health Plan for their consideration and payment. When a reply has been received from them, send proof of their payment together with appropriate receipts to Blue Cross of Atlantic Canada - Claims Department for payment of the remaining eligible benefits. Always provide your Blue Cross Identification Number when submitting a claim to Blue Cross.

Claims for services outside of Canada are paid by Blue Cross in Canadian currency based on the rate of exchange in effect at the conclusion of the services.

REFERRAL SERVICES OUTSIDE CANADA

When participants are referred outside Canada by the attending physician for medical services not available in Canada, Blue Cross will pay for the following eligible benefits. Payment will be made at the reasonable and customary amount for charges in excess of provincial government health care allowances up to a lifetime maximum of \$500,000.

Hospital - All hospital charges for medically necessary services, less the amount allowed under the provincial government health care plan, such as:

hospital room accommodation
intensive care rooms
nursing services
operating and recovery rooms
diagnostic and laboratory services
including x-ray
oxygen and blood
prescription drugs including intravenous
solutions
physiotherapy

Physicians and Surgeons - Customary charges of physicians and surgeons for services rendered, less the amount allowed under the provincial government health care plan.

Ambulance - Charges for licensed ambulance services required to transport a stretcher patient to and from the nearest hospital able to provide essential care. Charges for air transport are included to a maximum of up to three economy seats on a regularly scheduled flight.

Ambulance Attendant - Charges for travel expenses of an accompanying Registered Nurse or qualified medical attendant (not a relative) when medically necessary and approved by Blue Cross.

Limitations and Exclusions

1. The referral outside Canada must be medically necessary and must not be for services available in Canada, as determined by Blue Cross.
2. The claim must have prior approval for payment from the appropriate provincial government health program and from Blue Cross.

3. Payment will be made for the reasonable and customary charges of the provider of the services or supplies in the area in which the services are rendered.
4. Payment will only be made for services and supplies rendered while the patient was under the active treatment of a licensed physician.
5. Payment will not be made for treatment of any illness commencing within 12 months after the participant's effective date of group coverage, or for which the participant has received medical treatment or has been prescribed drugs 12 months prior to the effective date of this coverage.
6. The services must not be for experimental medical procedures or treatment methods not approved by the Canadian Medical Association.

Please submit claims to:

Blue Cross of Atlantic Canada
1874 Brunswick Street
Halifax, NS
B3J 2G7

or

Blue Cross of Atlantic Canada
Claims Department
P. O. Box 220
Moncton, NB
E1C 8L3

September 1995

GROUP LIFE AND LONG TERM DISABILITY PLANS

**ACADIA UNIVERSITY/
MARITIME LIFE ASSURANCE CO.**

REVISED SEPTEMBER 1, 1995

100

INTRODUCTION

This information booklet has been prepared to give you an informal summary of the main features of your group insurance program.

This booklet is not an insurance policy, and does not grant or confer any contractual rights. **All** rights under this program shall be governed by the provisions of the Master Policy and by applicable law.

This booklet is for your reference. Please read it carefully and keep it for future use.

ACADIA UNIVERSITY

Policy Number: 901773

Plan Effective Date: July 1, 1993

ELIGIBILITY

Permanent, full-time, sessional, half-time and job-sharing employees will become eligible for coverage on the later of the Plan Effective Date or the first day of active employment.

Please refer to the General Provisions section in the back of this booklet for further information, including

WHEN YOUR INSURANCE STARTS
WHEN YOUR INSURANCE TERMINATES
HOW TO CLAIM

EMPLOYEE LIFE INSURANCE

BASIC EMPLOYEE LIFE INSURANCE

All employees are eligible for an amount of insurance in accordance with the following table:

Under age 43	6.00 times annual earnings*
Age 43	5.60 times annual earnings*
Age 44	5.20 times annual earnings*
Age 45	4.80 times annual earnings*
Age 46	4.40 times annual earnings*
Age 47	4.00 times annual earnings*
Age 48	3.75 times annual earnings*
Age 49	3.50 times annual earnings*
Age 50	3.25 times annual earnings*
Age 51	3.00 times annual earnings*
Age 52	2.75 times annual earnings*
Age 53	2.59 times annual earnings*
Age 54	2.46 times annual earnings*
Age 55	2.32 times annual earnings*
Age 56	2.19 times annual earnings*
Age 57	2.05 times annual earnings*
Age 58	2.00 times annual earnings*
Age 59	2.00 times annual earnings*
Age 60	1.65 times annual earnings*
Age 61	1.51 times annual earnings*
Age 62	1.38 times annual earnings*
Age 63	1.24 times annual earnings*
Age 64	1.11 times annual earnings*
Age 65	1.00 times annual earnings*

*The benefit is rounded to the next higher \$100 if not already a multiple thereof, and is subject to a maximum benefit of \$200,000.

No-Evidence Limit: Evidence of insurability will not be required.

In the event of your death while insured, the amount of your Life Insurance is payable to your beneficiary. You may change your beneficiary at

any time by written notice to your Employer, subject to any policy or legal limitations.

WAIVER OF PREMIUM FOR DISABILITY

If you become totally disabled for 6 consecutive months prior to the July 1st immediately following attainment of age 65 your Life Insurance will be continued free of charge until you cease to be totally disabled or until the July 1st coincident with or immediately following the date you attain age 65, whichever occurs first. To qualify, during the first 24 months in which you receive benefits, you must be unable to perform any and every duty of your occupation. After this period you are considered totally disabled if you are unable to perform any and every duty of any occupation for which you are reasonably qualified by training, education or experience and which provides 75% or more of current monthly earnings for your normal occupation.

Note: In order to qualify for the Waiver of Premium benefit you must notify the Maritime Life Assurance Company of your disability within one (1) year of your last active day at work, and must furnish proof of your disability satisfactory to the Insurer within 18 months of that last active working day.

CONVERSION PRIVILEGE

Your Life Insurance continues for 31 days following either the termination of your employment, or your classification changing to one in which you are not insured. During this 31 day period you may convert the amount of your Group Life Insurance, subject to a maximum amount of \$200,000 and provided you are under 66 years of age, to any individual whole life or

convertible one-year term or term to age 65 plan without submitting evidence of health. The premium rate will be determined from your age and class of risk at the time of conversion.

If your group policy terminates and you have been continuously insured under it for at least 5 years, you have the same conversion privilege as above but the maximum amount of Basic plus Optional insurance you may convert shall be:

three times the Year's Maximum
Pensionable Earnings as
established under the Canada
Pension Plan

less

any amount you become eligible
for under another Group Policy
within 31 days of the date of
termination.

EMPLOYEE OPTIONAL LIFE INSURANCE

Employees under age 65 may apply for this coverage in units of \$10,000, subject to a maximum of 25 units (\$250,000). Evidence of insurability, satisfactory to the Insurer, shall be required for all amounts in excess of \$50,000*. This coverage is available in addition to, not in lieu of, Basic Life.

In the event of your death while insured, the amount of your Optional Life Insurance is payable to your beneficiary.

No benefit will be paid for death resulting from self-destruction within two years of your insurance becoming effective. Misstatement of non-smoker

status by the employee shall constitute fraud, and the Insurer will not pay any part of Optional Life Insurance, regardless of the cause of death.

*You must apply within 31 days of your date of eligibility, otherwise, evidence of insurability satisfactory to the Insurer shall be required for all amounts.

The provisions of this coverage shall be the same as for Basic Life Insurance.

Note: If both the employee and the spouse are eligible employees, the maximum amount of Optional Life Insurance coverage on each person's life is limited to \$250,000.

DEPENDENT OPTIONAL LIFE INSURANCE

OPTIONAL LIFE INSURANCE FOR SPOUSES

Employees under age 65 may apply for this coverage for their spouse, if under age 65, in units of \$10,000, subject to a maximum of 25 units (\$250,000). Evidence of insurability, satisfactory to the Insurer, shall be required for all amounts in excess of \$50,000*.

OPTIONAL FAMILY LIFE INSURANCE

Employees under age 65 with dependent children are eligible to apply for Optional Family Life Insurance in units consisting of \$10,000 for the employee's spouse and \$2,000 for each child, subject to a maximum of 10 units, \$100,000 on the life of the spouse and \$20,000 on the life of each child. Evidence of insurability, satisfactory to

the Insurer, shall be required for all amounts in excess of \$50,000*.

*You must apply within 31 days of your date of eligibility, otherwise, evidence of insurability satisfactory to the Insurer shall be required for all amounts.

NOTE: If both the employee and the spouse are eligible employees, only one shall be eligible to apply for Optional Family Life Insurance and the maximum amount of Optional Life Insurance coverage on each shall be limited to \$250,000.

In the event of the death of your spouse and/or dependent children while insured, the amount of Dependent Optional Life Insurance is payable to you.

No benefit will be paid for death resulting from self-destruction within two years of your dependent's insurance becoming effective. Misstatement of non-smoker status by the employee and/or dependent shall constitute fraud, and the Insurer will not pay any part of Optional Life Insurance, regardless of the cause of death.

CONVERSION PRIVILEGE

The Dependent Life Insurance continues for 31 days following your death, your classification changing to one in which you are not insured or your termination of employment. During this 31 day period your spouse's amount of Optional Life Insurance may be converted, subject to a maximum amount of \$200,000, and provided the spouse is under 66 years of age, to any individual whole life or convertible one-year term or term to age 65 plan without submitting evidence of health. The premium rate will be determined from your

spouse's age and class of risk at the time of conversion.

If your group policy terminates and your spouse has been continuously insured under it for at least 5 years, you have the same conversion privilege as above but the maximum amount of insurance that may be converted shall be:

three times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan:

less

any amount your spouse becomes eligible for under another Group Policy within 31 days of the date of termination.

The other provisions of this coverage shall be the same as for Employee Optional Life Insurance except that waiver of premium ceases on the earlier of: a) the date the Waiver of Premium for Basic Employee Life Insurance ceases, or b) the date the policy or coverage terminates.

LONG TERM DISABILITY

EMPLOYEE LONG TERM DISABILITY BENEFITS

In the event that you become totally disabled for the required period of time known as the Qualifying Disability Period and you are under the continual treatment of a legally qualified physician deemed appropriate by the Insurer, you will receive a monthly income benefit.

This benefit is equal to 80% of the first \$833 of monthly earnings, plus 66.67% of monthly earnings in excess of \$833, subject to the 85% All Source Maximum described under Offsets in the Long Term Disability section later in this booklet. The maximum benefit payable is \$7,000 per month.

The qualifying disability period starts when you first become totally disabled and ends after 180 days, provided your disability is continuous and you are under age 65. If the disability is not continuous, the days you are disabled will be accumulated to satisfy the qualifying disability period provided:

- 1) no interruption is longer than 2 weeks;
- 2) the disabilities arise from the same or related disease or injury.

No-Evidence Limit: Evidence of insurability will not be required.

The Maximum Disability Period will be to the July 1st coincident with or immediately following your attainment of age 65.

Benefits will not be payable beyond age 65, unless you satisfy the Qualifying Disability Period while age 64, in which case benefits will be payable for a maximum of 12 months.

TOTAL DISABILITY

You are considered totally disabled, during the first 24 months in which you receive benefits, if you are unable to perform any and every duty of your occupation. After this period you are considered totally disabled if you are unable to perform any and every duty of any occupation for which you are reasonably qualified by training, education or experience and which provides 75%

or more of current monthly earnings for your normal occupation.

RECURRENT DISABILITY

If a disability recurs and it is due to the same or related causes, it will be considered as one continuous disability and will not be subject to the Qualifying Disability Period unless you have returned to active, full-time employment for a period of 6 consecutive months or longer.

If your new disability is due to causes unrelated to your prior disability you may be eligible for a new disability period, subject to the Qualifying Disability Period, if you have returned to active work for at least one full day.

OFFSETS

The amount payable under this benefit for total disability is calculated by deducting from your benefit any other sources of income. These are specified in the Master Policy and include the following:

- wages or retirement benefits payable from your employer or employer's pension or retirement plan;
- any payments on account of your disability from any workers' compensation law or similar law;
- payments received from the Canada or Quebec Pension Plan, including payments made in respect of dependent children;

- any income or benefit payable under any other plan or program of any government or the crown or of any subdivision or agency of the government or the crown, including any plan or program established pursuant to a provincial automobile insurance act;
- disability benefits payable under any other group, association or franchise insurance plan;
- earnings or payments from any employer.

All Source Maximum: Your total monthly income while disabled (Long Term Disability benefit plus any income listed above) cannot exceed 85% of your net monthly earnings as of the date your disability commenced. If your total income exceeds 85%, your Long Term Disability benefit will be reduced accordingly.

EXCLUSIONS AND LIMITATIONS

Benefits are not payable for the following:

- for any portion of a period of disability unless you are receiving ongoing supervision/treatment by a physician deemed appropriate by the Insurer for the impairment which is causing the disability. You will not be paid for any portion of a period of disability during which you do not participate in the treatment program recommended by said physician;

- for any portion of a period of disability during which you are receiving treatment by a therapist unless such treatment is recommended by a physician deemed appropriate by the Insurer;
- for any portion of a period of disability resulting from substance abuse, including alcoholism and drug addiction, unless you are participating in a recognized substance withdrawal program;
- disabilities resulting from self-inflicted injuries or attempted suicide;
- disabilities as a result of participation in a war, riot, insurrection or criminal act;
- for the portion of a period of disability during which you are:
 - a) imprisoned in a penal institution; or
 - b) confined in a hospital, or similar institution, as a result of criminal proceedings;
- any period of disability, or portion thereof, during any leave of absence (including maternity leave) as defined in the General Provisions section of this booklet;
- for a disability which commences on or after the date a strike or layoff begins, except as outlined in the Master Policy.

SUBROGATION

If you are entitled to recover compensation for loss of income from a third party as a result of the

incident which caused or contributed to the disability, for which benefits are paid or payable, the Insurer will be subrogated to all your rights of recovery for loss of income, to the extent of the sum of benefits paid or payable by the Insurer. You shall execute such documents as required by the Insurer.

In the event that you provide proof to the Insurer that you have not recovered full compensation for loss of income, the Insurer shall determine the proportion of damages actually recovered and share pro rata in that amount.

Should you choose to settle the matter prior to judicial determination, it is understood that the sum reached in settlement will be deemed to be full compensation for loss of income, and the Insurer's right of subrogation will apply.

The term compensation shall include any lump sum or periodic payments which you receive or are entitled to receive on account of past, present or future loss of income.

REHABILITATIVE EMPLOYMENT

If you are disabled, the Insurer may recommend that you undergo some suitable rehabilitative training program which would take into account the nature and limitations of your disability. Further details on this aspect will be provided in the event that you become disabled.

GENERAL PROVISIONS

WHEN YOUR INSURANCE STARTS

Your insurance comes into effect on the latest of the following dates if you are actively at work on that date.

- the date you become eligible;
- the date you apply; or
- if Evidence of Insurability is required the date it is approved by the Insurer.

EVIDENCE OF INSURABILITY

Evidence of Insurability is required if:

- you apply for insurance more than 31 days after becoming eligible to apply;
- you reapply after your insurance has terminated due to non-payment of premium;
- your amount of insurance exceeds or increases beyond the No-Evidence Limit; or
- you apply for Optional Life Insurance for yourself and/or your spouse.

WHEN YOUR INSURANCE TERMINATES

Your insurance terminates in the event of:

- non-payment of premium;
- a change in your classification to one not insured;
- termination of your employment;
- termination or amendment of the Master Policy;
- your commencing active duty in any armed forces;
- your attainment of age 65: 1) coverage ceases on the July 1st coincident with or next following attainment of age 65 with respect to Optional Life and Long Term Disability coverage except as outlined in the Long Term Disability section; 2) Basic Life Insurance coverage ceases on the July 2nd of the year following the year in which you attain age 65 if your birthday falls in June and were employed by Acadia University on May 31, 1980 or ceases on the July 2nd following your attainment of age 65 if you became an employee after May 31, 1980;
- your spouse's attainment of age 65 with respect to Optional Life Insurance for spouses; or
- your retirement with respect to Long Term Disability coverage.

Note: In the event you are absent from work due to sickness, injury, layoff or leave of absence,

your insurance coverages may continue for a period as outlined in the Master Policy, but only if the required premiums are paid.

ELIGIBLE DEPENDENTS

Eligible dependents under this policy shall include your spouse, and each of your unmarried children who are under age 25*. Dependent children must be dependent on you for support and not employed at a regular full-time job.

*To be considered a dependent, a child age 22 to 24 inclusive must be a full time student at an accredited school, college, or university.

CHANGE IN AMOUNTS OF INSURANCE

A change in the amount of your insurance shall become effective on the date of change, if you are actively at work for that full scheduled working day, otherwise on the first day thereafter on which you are actively at work.

DEFINITIONS

Earnings - shall be your normal earnings which exclude overtime, bonus, commissions, shift differentials and automobile allowance.

Full-time
Employee - a permanent Employee who works full capacity workload on a continuous basis.

Sessional

Employee - a permanent Employee who works a full capacity work load for at least 8 consecutive months per year.

Half-time

Employee - a permanent Employee who works at least one-half of a full capacity work load for 12 months.

Job-Sharing

Employee - a permanent Employee who equally shares, on a continuous basis, a full capacity work load with one other employee on a maximum 2 week cycle.

Leave of

Absence - shall mean a period of time away from work mutually agreed to by you and your employer. In the case of maternity leave of absence, the leave shall begin and finish on dates agreed to by you and your employer or as required by Provincial or Federal law.

Non-Smoker

a person who has totally abstained from smoking tobacco or cannabis products for the one year period immediately preceding the date of application for Non-Smoker Status as outlined in the Master Policy.

HOW TO CLAIM

When you have a claim you should contact your Employer who will supply you with the proper forms with instructions for completion.

In order to quickly process your claim, all claim forms should clearly indicate the following:

your full name and address.

the name of your Employer.
your Certificate Number.
your Group Policy Number. (901773)

TIME LIMITATIONS

A claim for disability income benefits must be submitted within 6 months of the end of the qualifying disability period.

A claim for a waiver of premium benefit must be submitted within 12 months of the date disabled.

Claims for other benefits must be submitted the earliest of:

- i) 15 months following the date the loss is incurred
- ii) 90 days following the date of termination of an individual's insurance
- iii) 90 days following the date of termination of a coverage or the policy.

ACADIA UNIVERSITY PENSION PLAN

Revised September 1, 1991

Acadia University

Wolfville, Nova Scotia

ACADIA UNIVERSITY PENSION PLAN

Acadia's pension plan is designed to provide retirement income to employees. It is registered under the Nova Scotia Pension Benefits Act and the Income Tax Act. The current plan was started on June 1, 1961 and substantially revised and improved effective June 1, 1971. Over the years since June 1971, the plan has been amended to provide improvements to members' entitlements under the plan. The following description of the pension plan provisions include all changes effective up to and including July 1, 1991. The order in which topics are covered is:

Definitions
Eligibility for Plan Membership
Contributions
Retirement Date
Pension Formula
Supplementary Payments
Post-Retirement Indexation
Payment of Pension
Termination Benefits - Vesting and Locking-In
Pre-Retirement death Benefit
Minimum Cost to the University
Disability

Definitions

There are a few terms that will be used frequently in the description of the pension plan and it is best to know the meaning that they have in terms of the pension plan. They are:

Earnings - This refers to the base salary only of an employee. If an employee works on a less than full-time basis or for less than a full year, then the earnings recorded for that year are the actual earnings increased pro rata to reflect the amount that the employee would have earned had the employee worked full time for the entire year.

The reason for annualizing earnings is to reflect the rate of earnings when the amount of pension is calculated.

During periods of sabbatical or study leave, an employee's earnings for pension plan purposes will be the earnings that would have been paid had the employee not taken the leave.

Plan Year - For purposes of the pension plan, a year means the period from July 1 to the following June 30, inclusive.

Average Earnings - This is the figure that is used to actually calculate the amount of pension accrued and is the average of annual earnings in the three consecutive years during which annual earnings were highest. Please note that average must be taken over a consecutive three-year period and, therefore, might not be the average of the three highest years of annual earnings. However, since earnings levels do not tend to decrease, the average is usually taken over the last three years of employment with Acadia.

YMPE - This stands for "Year's Maximum Pensionable Earnings" and is defined by the Canada Pension Plan. Basically, this is the maximum amount of earnings in a given year on which an employee would contribute to the Canada Pension Plan. It is also the maximum earnings in a year on which an employee may accrue pension under the Canada Pension Plan.

Pensionable Service- This means the period of employment with Acadia for which the employee made the contributions to the pension that were required by the pension plan.

If an employee who is a plan member works on a less than full-time basis or for less than a full year, then the amount of pensionable service for that year is the ratio of the actual hours worked to that which would have been worked on a full-time, full-year basis.

No member is allowed to accrue more than 35 years of pensionable service under the pension plan.

Eligibility for Plan Membership

The eligibility to become a member of the pension plan varies by the terms of employment for an employee.

A full-time employee may join the plan on the first day of the month after being employed for one year (or, in the case of faculty, after receiving permanent tenure if that occurs earlier).

Sessional employees (those who work on a full-time basis for at least eight months of the year but not the full year) and half-time employees (those who work at least half the hours of a full-time employee but not full time, on a full-year basis) may join the plan on the first day of the month after being employed for two years.

Full-time, sessional, and half-time employees are not required to join the pension plan until they reach the age of 25. They may join the plan prior to that if they have met the above minimum service requirements. Once age 25 and the minimum service requirements have been attained, membership in the pension plan is a condition of employment.

Any part-time employee other than sessional or half-time employees may join the plan if they have earned at least 35% of the YMPE from employment with Acadia in two consecutive calendar years. Membership in the plan for such employees is entirely voluntary.

Contributions

Each year during which an employee is a member of the pension plan, the employee must contribute 5.1% of earnings

up to the **YMPE** and 7.8% of earnings above the **YMPE**. However, once an employee has contributed to the plan for 35 years, no further contributions are required.

The University is required to contribute the remainder of the cost of benefits provided by the pension plan.

In addition, a member may elect to have all or a portion of the period of employment prior to joining the pension plan count as pensionable service. In order to do so, the member must contribute an amount equal to the value of pension that will be accrued for that period of service. The value will be determined by the pension plan's actuary.

Retirement Date

A member's normal retirement date is the July 1 following the attainment of age 65.

If the member is still employed by Acadia after the normal retirement date then the member may elect to continue making contributions to the pension plan and accruing pensionable service. However, the member must commence receiving a pension before reaching age 71 in any case.

A member's optional retirement date is the first day of the month following the attainment of age 55 on which the member's age plus years of pensionable service is equal to at least 80 (this is known as the "**Rule of 80**").

A member may retire at any time prior to the normal retirement date. If a member retires prior to the optional retirement date (or the normal retirement date, if the rule of 80 will never be satisfied) then the pension payable will be the formula pension reduced for the years that retirement is prior to the optional retirement date (or normal retirement date if the Rule of 80 will never be satisfied). The amount of reduction is calculated so that the value of the pension at retirement is the same as the value of the deferred formula pension payable at the earlier of the optional or normal retirement date.

If a member retires on or after the optional retirement date, there is no reduction in the formula pension.

Pension Formula

The annual pension payable to a member who retires on or after the optional retirement date, or on or after the normal retirement date if the rule of 80 is never satisfied, is:

2% of the member's average earnings multiplied by the number of years of pensionable service accrued between June 1, 1961 and June 1, 1971; **plus**

the number of years of pensionable service after June 1, 1971 multiplied by the sum of

- ° 1.3% of the member's average earnings, **and**
- ° .7% of the excess, if any, of the member's

average earnings over the YMPE in the year preceding retirement.

The reason for the reduced rate of pension on average earnings below the YMPE is to take into account the Canada Pension Plan retirement pension provided on such earnings. The target is to provide a pension, from the Acadia plan and the Canada Pension Plan combined, of 2% of average earnings for each year of pensionable service after June 1, 1971. The .7% of average earnings up to the YMPE is approximately the amount of pension accrued for each year of participation in the Canada Pension Plan. This is the integration of the Acadia plan with the Canada Pension Plan. No reduction of the above formula pension amounts from the Acadia plan will be made because of the receipt of benefits under the Canada Pension Plan or the Old Age Security Act.

If a retiring member commenced employment with Acadia prior to June 1, 1961 then an additional pension will be provided based on the service prior to June 1, 1961 and the formula given above for pensionable service after June 1, 1971. The additional pension will be reduced by the amount of pension that may have been accrued under pension arrangements sponsored by Acadia prior to the enactment of the current pension plan.

Supplementary Payments

If a member retires on or after the optional retirement date but before attaining age 65 then a supplement (sometimes called a bridging supplement) is payable until age 65, as long as the member is still alive. The annual amount of the supplement is .7% of the member's average earnings below the YMPE in the year before retirement multiplied by the years of pensionable service accrued after June 1, 1971.

The purpose of this supplement was to make up for the coordination with the Canada Pension Plan prior to age 65 as, until recently, Canada Pension Plan retirement benefits were not payable until age 65. Although retirement under the Canada Pension Plan is now available prior to age 65, such action does not affect the amount of the supplement or the length of time for which it is payable.

Post-Retirement Indexation

After a member retires, the pension plan provides for annual increases (which are effective as of July 1 each year) in the amounts being paid to the member. No such increase is allowed until a member has been retired for at least one year or if the retired member has not yet attained the age of 60. If a retired member has not received increases in prior years because of being younger than 60 then in the first year that the member is eligible for an increase, there will also be a "catch-up" increase made to make up for the increases that were not previously allowed.

The amount of the increase in any year has two parts. The

first part depends on a formula which is a function of the increase in the Consumer Price index (CPI). The second part depends on the investment performance of the pension fund over the previous four years.

The formula related to the CPI breaks the original pension and supplement into two segments. The first segment is the amount of annual benefit that would be payable if the member's average earnings had been limited to 67% of the YMPE in the year preceding retirement. The second segment is the remainder of the pension or supplement actually payable.

The first segment of the benefits is indexed by one-half the increase in the CPI and the second segment of the benefits is indexed by one-quarter of the increase in the CPI. The increase in the CPI is the annual increase from one February to the next, but in no case is the increase taken to be more than 12%.

In addition to the above indexing, the entire benefit will be increased by the amount that the four-year average pension fund return, expressed as a percentage, exceeds 8%. If the four-year average pension fund return is less than 8%, benefits will not be decreased.

In total, there is a limitation put on the pension increase. Namely, the total increase may not be greater than the increase in the CPI.

Payment of Pension

The annual pension payable is paid in 12 instalments at the beginning of each month.

The pension is payable for the lifetime of the retired member. At retirement the member names a co-annuitant who will receive two-thirds of the pension payable to the member, if the member dies before the named co-annuitant. The payments to the co-annuitant continue for the lifetime of the co-annuitant. In addition, if pension payments have not been made for at least five years when both the member and co-annuitant have died then the amount payable to the co-annuitant will continue to a beneficiary or estate for the remainder of the five-year period.

A retiring member may elect to have an equivalent pension paid in some other form than described above (e.g., not having a named co-annuitant). An equivalent pension is one that has the same value at retirement. The amount of pension payable in different forms will be presented at retirement.

However, if a member has a spouse at retirement then the spouse must be named co-annuitant and in order for the member to elect an alternate form of pension payment, the spouse must agree to the change in writing.

Termination Benefits--Vesting and Locking-In

Vesting is a term that is often used and means, simply, that a member has a right to the pension promised by the pension

plan. A member is vested after two years of membership in the pension plan.

If a member is not vested on termination of employment then the member will receive a refund of the member's contributions to the pension plan with interest.

If a member is vested on termination of employment then the member is entitled to a pension in the amount described earlier and payable at the member's optional retirement date. The terminating member may elect to have the value of the deferred pension transferred to an RRSP or another pension plan, if the other pension plan will accept the transfer.

In addition to the right to a deferred pension, a vested terminating member may be entitled to an additional amount; refer to the section "Minimum Cost to the University"

Depending on the circumstances of the terminating member (i.e., age and period of service) a portion of the transfer allowed will be locked-in. Locking-in simply means that the transferred money may not be taken in cash and must be used to provide retirement income for the lifetime of the terminated member. Also, if the terminated member has a spouse at retirement then that spouse must have the right to a survivor pension of at least 60% of the member's pension.

Pre-Retirement Death Benefit

If a member of the pension plan dies prior to retiring then the member's beneficiary or estate will receive a lump sum payment of the amount payable or transferrable had the member terminated employment just prior to death.

If the deceased member is survived by a spouse then the spouse will be the beneficiary and will have the right, in lieu of the lump sum payment, to elect an immediate lifetime pension which is equal in value to the lump sum amount payable.

Minimum Cost to the University

While there is no specific minimum required contribution to the pension plan of the University, there is a minimum value guaranteed to a member on retirement, vested termination of employment or death prior to retirement. This minimum value is twice the member's required contributions with interest.

If the value of the pension or deferred pension and bridging supplement, if any, is less than twice the member's required contributions plus interest then the excess will be payable to the member or beneficiary.

Disability

If a member of the pension plan becomes disabled while employed with Acadia and is eligible for payments under the

Long-Term Disability Insurance plan sponsored by Acadia then the member will continue to accrue pensionable service. The member will not be required to make contributions during such period of disability and the member's earnings will be deemed to increase in the same manner as if the member was not disabled (but not faster than the Consumer Price Index, in any case).

If a disabled member recovers from the disability prior to retirement and does not return to employment with Acadia then the member will be treated as a terminating member.

The above description of the Acadia University pension plan is meant to be an overview of the provisions of the plan and as such does not cover every detail of the plan rules. In any question of benefit entitlement, the plan text will take precedence over this booklet. If you have questions regarding the pension plan or would like more details on the plan provisions, please contact the Benefits Officer in the Business Office.

There are two committees maintained that relate to the pension plan: the Standing and Triennial Review Committees. The purposes of the committees is to oversee the administration of the pension plan, review the design of the plan, and make suggestions for changes to the plan. Input from any employee is welcomed and encouraged, and may be made through the employee group representative. If you do not know who your representative is, please contact the Benefits Officer.

In addition to the Acadia University pension plan, you are required to participate in the Canada Pension Plan (CPP). You contribute to the CPP on earnings up to the YMPE and Acadia matches your contributions.

The retirement pension payable from the CPP depends on your contribution history prior to retirement. In order to receive a retirement pension you must have contributed to the CPP for a minimum of ten years. The maximum retirement pension payable at age 65 is equal to 25% of the YMPE in the year of retirement and the two preceding years.

You may retire early under the CPP at any time after attaining age 60 and before age 65 if you have ceased being employed. The reduction for early retirement is .5% for each month that actual retirement precedes the attainment of age 65. There is no adjustment for retirement on or after age 65 and you do not need to cease employment to receive a retirement pension after age 65.

The CPP retirement pension is payable in monthly instalments and is indexed annually (on January 1) by the increase in the Consumer Price Index.

If you have any questions about the Canada Pension Plan, contact the Benefits Officer who will be able to direct you to the proper source.

INTRODUCTION

Acadia University

Wolfville, Nova Scotia

Revised September 1, 1995

INTRODUCTION

Foreword

The Acadia University employee benefits program is designed to provide you and your family with basic income protection in the event of accident, illness, disability or death. The program includes Group Health Insurance, Long Term Disability Insurance, Basic Group Life Insurance, Optional Life Insurance and Accidental Death and Dismemberment Insurance.

These benefits make an important contribution to your financial security. We urge you to review the enclosed materials carefully so that you may use the University benefits program to its fullest advantage.

Note: Short Term Sick Leave benefits are available; however, they vary depending on union or association affiliation. Details are not shown in this booklet. Please check your union contract or terms of employment.

Joining the Program

As an employee of Acadia University, upon joining the University you are required to participate in the Group Health Insurance, Long Term Disability, Basic Group Life and Accidental Death and Dismemberment Insurance Plans, provided you meet the following criteria:

1. you fall into one of the following employment categories:
 - **full-time** - you are working in a continuing full-load capacity as defined for your class of employment
 - **sessional** - you are working in a full-load capacity as defined for your class of employment for at least 8 consecutive months per year
 - **half-time** - you are working in at least a half-load but less than full-load capacity as defined for your class of employment on an ongoing basis 12 months of the year
 - **job sharing** - you share one full-time 12-month position in maximum two week cycles equally with another employee so that each of you is working in a half-load capacity

2. you are a resident of Canada and for Group Health Insurance are eligible for benefits under the provincial government health care program in the province of residence
- 3'. you have completed a pre-employment medical examination
4. you are under the age of 65.

Applications for all plans should be submitted within one month of the date you are hired or you may be asked to provide evidence of good health. Evidence of good health is required on all applications for Optional Life Insurance. Please refer to your Group Life Insurance folder for details.

Coverage for Your Spouse and Dependents

Coverage for your eligible spouse and dependent children is available under both the Group Health Insurance and Optional Life Insurance Plans.

"Spouse" is defined as (i) your legally married spouse or (ii) a partner living with you on a continuous basis in a spousal relationship that is not a legal marriage, provided you have been living together for at least 12 months at the time of application.

"Child" refers to your or your spouse's unmarried child, stepchild or legally adopted child who is under the age of 21 and not regularly employed; under the age of 25 and in full-time attendance at college or university; or over the age of 21 but covered under the plan before reaching age 21 and incapable of employment due to mental or physical handicap.

Paying for the Plans

The cost of your employee benefits program is shared by you and the University as follows:

- Long Term Disability Insurance is paid for in full by the University
- Basic Group Life and Accidental Death and Dismemberment is paid by you (payroll deduction)
- Group Health Insurance costs are split between you and the University in such a way that the total cost of your Long Term Disability, Basic Group Life, Accidental Death and Dismemberment and Group Health coverages is shared evenly by you and Acadia.
- Optional Life Insurance is paid by you.

Commencement of Coverage

Coverage for all benefits is effective from the first day you are actively employed. If, at any time, you or a dependent for whom you have applied for membership is hospitalized, coverage for that individual will begin upon his or her discharge from the hospital.

If You Have Coverage Under a Spouse's Plan

If you already have equivalent health coverage through your spouse's employer, you will be permitted to waive your membership in the University's Group Health Insurance Plan. However, if you choose not to waive your membership, it may be possible for you to claim reimbursement under both plans.

When claiming under two plans, expenses should be filed first with the plan under which the person being treated is insured as an employee. Any balance remaining after payment of claims under the primary plan may then be submitted to the secondary plan. The total refund from both plans may not exceed your actual out-of-pocket expense or your payment will be adjusted accordingly.

Claims for dependent children should be submitted first by the parent whose birthday falls earlier in the calendar year.

Keeping Us Informed

It is important that you notify the Benefits Officer of the following changes immediately. Failure to make such notification within one month may result in loss of eligibility.

- **marriage, divorce or separation**
- **change in number of dependents**
- **change of name**
- **change of beneficiary**
- **change of address**

If You Take an Approved Leave

If you take a sabbatical, administrative, study or other paid leave, your coverages will remain in effect throughout the duration of your leave. You will continue to pay your share of premiums as usual and your benefits will be based on the salary you would have earned had you not taken such a leave.

Your coverages may also be maintained during periods of approved unpaid leave, such as maternity leave, by making arrangements to pay the full cost yourself up to two years.

Sessional employees who accept a further term of employment prior to the completion of the current term, are considered to be on an approved unpaid leave of absence during the intervening period.

If You Become Disabled

If you become disabled, your membership in the benefits program continues much as before. During any period in which you are receiving Short Term Sick Leave, there will be no change in your coverage or payroll deductions. If you are covered for sick benefits under UIC, the University will carry your benefits until you return to work, at which time premiums paid by Acadia must be refunded.

If the disability is prolonged and you become eligible for Long Term Disability (LTD) benefits, premiums will be waived for your LTD, Basic and Optional Life and Accidental Death and Dismemberment coverage, and the insurance will continue without charge. Your Health Insurance may be maintained at your own expense.

If You Leave Acadia Before Retirement

All coverages end on your last day of work. However, you may convert your Group Health, Basic Group Life and Optional Life Insurance Plans to individual programs anytime within 31 days of the termination date.

When You Retire

When you retire at any age, you will be permitted to maintain your Group Health Insurance at your own expense.

Your Long Term Disability coverages will end and you will be given the opportunity to convert your Basic and Optional Life Insurance and Accidental Death and Dismemberment Insurance to individual policies at your own expense.

In the Event of Your Death

Should you die before retirement, death benefits under the Basic and Optional Life Insurance Plans will be paid to the beneficiary(ies) named on your most recent enrolment materials or to your estate if you have not named a beneficiary. Additional death benefits may be payable under certain government-sponsored plans.

“NOTE: See Booklet “Accidental Death and Dismemberment” for details of entitlements due to death or injury caused by accident.

Government-Sponsored Benefits

Reference is made at various points in the text to government departments with which you may be required to make contact. Addresses and telephone numbers of the local offices of these departments are listed below for your convenience.

MSI

Nova Scotia Medical Services Insurance
P. O. Box 500
Halifax, NS
B3J 2S1
Toll Free 1-800-563-8880

Workers' Compensation

P. O. Box 1150
Halifax, NS
B3J 2Y2
424-8440

UIC

Canada Employment Centre
495 Main Street, Suite 1
Kentville, NS
B4N 3W5
679-5510

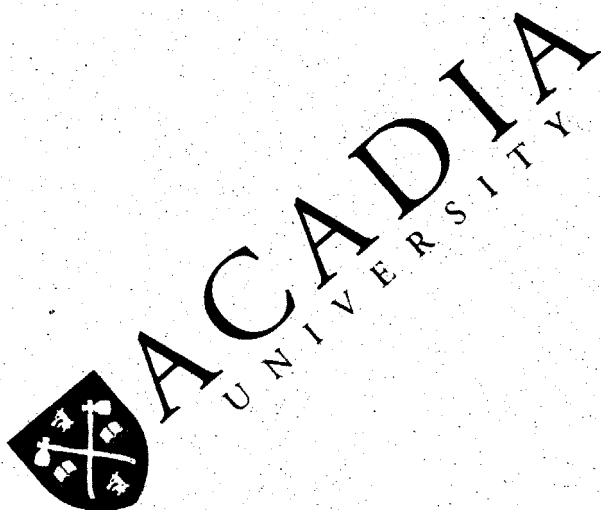
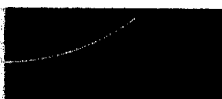
Canada Pension Plan / Old Age Security

495 Main Street
Kentville, NS
B4N 3W5
1-800-565-3272

Note: Every effort has been made to give an accurate representation of your coverages. However, should there be a discrepancy between the information contained in this booklet and our insurance contracts, the contracts will prevail.



Health Spending Account



Human Resources
Bancroft House; 7 Horton Ave
Wolfville, NS.

902-585-1426

133

Information—Reference Pamphlet

What is the Health Spending Account?

An account setup in your name with Atlantic Blue Cross Care.

Who is Eligible?

If you are a member of the Acadia University Faculty Association (AUFA), Acadia University Professional Administrative and Technical (AUPAT) staff or Service Employees International Union (SEIU) and are:

- Full time,
- Sessional for at least an eight month contract, or
- Half time for twelve months.

How much are you entitled?

Unless the plan is changed or discontinued, \$650.00 will be deposited to your account each July 1st. The \$650.00 is prorated for half time and sessional employees.

What are the Health Spending Account Claim Rules?

- Claims MUST be submitted by August 28 for claims incurred in the previous July 1-June 30 period.
- You may carry over your Health Spending Account balance for one additional year, however, any unused balance following 24 months of each deposit will be lost.
- You are unable to pre spend your Health Spending Account. i.e. July 1, \$650.00 is deposited to your Health Spending Account. July 10th you submit a claim for expenses incurred the previous July—June period. That \$650.00 cannot be used to pay last year's expense.

How do I make a Claim?

A) If you are covered by Acadia Group Health

1. Complete a Health Spending Account claim form located on the HR webpage.
2. Attach original receipts to the Health Spending Account claim form.
3. Attach original claim form completed by your provider i.e. dentist, optometrist .

B) If you have Health Coverage insurance elsewhere and have only the Health Spending Account with Acadia?

1. Take copies of your claim form and receipts.
2. Submit claim form and receipts to you insurance carrier.
3. Your insurance carrier will provide you with an "Explanation of Benefits" statement, attach this to the Health Spending Account claim form.
4. Attach copies of your provider's claim form and receipts which you originally sent to your insurance carrier.

All claims are submitted directly to Blue Cross

What is an eligible Health Spending Account Expense?

Any medical expense allowable as a deduction under the Income Tax Act can be claimed against this account. The Health Spending Account can be used for items and services not covered, or not covered in full under your current health plan. You may claim any of the expenses listed below from your Health Spending Account, provided they are not covered, or not covered in full, by your provincial health insurance or by any private health plan you participate in. You can claim expenses for yourself or anyone you claim as a dependent for income tax purposes, including elder care.

Practitioners

- Acupuncturist
- Chiropodist (podiatrist)
- Christian Science practitioner
- Dental hygienist
- Dietician
- Massage therapist
- Naturopath
- Nurse
- Occupational therapist
- Optometrist
- Osteopath
- Physiotherapist
- Practical nurse
- Psychologist
- Speech therapist or Audiologist
- Therapist

Facilities

- Meals and lodging in an alcoholism or drug addition treatment centre
- Nursing Home Care
- Home Care
- Care in a special School, institution or other place for a mentally or physically handicapped individual
- Institutional Care
- Care of a blind person
- Full-time attendants or care in a nursing home
- Payments to a licensed private hospital
- Semi-private, preferred or private accommodation expenses in hospital

Dental

- All dental expenses including preventive, diagnostic, restorative and orthodontic

Devices and Supplies

- Drugs medications or other preparations or substances prescribed by a medical practitioner or dentist and purchased from a pharmacist who has recorded the prescription in a prescription record.
- Electronic speech synthesizer
- External breast prosthesis for use following a mastectomy
- Hearing aids
- Hospital bed
- Ileostomy or colostomy pads
- Insulin
- Iron lung
- Kidney machine
- Laryngeal speaking aids
- Limb braces
- Medical device or equipment designed to help an individual enter or leave a bathtub/shower, or to get on/off a toilet
- Needles or syringes
- Optical scanner
- Orthopedic shoes or boots, or a shoe/boot insert made in accordance with a prescription to overcome physical disability

- Oxygen tent or equipment
- Device designed to enable diabetics to measure blood sugar levels
- Device designed to assist a crippled individual in walking
- Power operated lift for use exclusively by disabled individuals to allow them access to different levels of a building, to help them enter a vehicle or to place wheelchairs in/on a vehicle
- Spinal braces
- Teletypewriter
- Walkers or wheelchairs
- Wig made to order for an individual who has suffered abnormal hair loss as a result of disease, medical treatment or an accident
- Artificial eyes
- Crutches
- Equipment, including a replacement part, designed exclusively for use by an individual who is suffering from chronic respiratory ailment to assist breathing, but not including an air conditioner, humidifier, dehumidifier or air cleaner
- Device or equipment designed to pace or monitor the heart of an individual who suffers from heart disease
- Device to decode special television signals to permit the vocal portion of the signal to be visually displayed
- Device designed to attach to infants diagnosed as prone to Sudden Infant Death Syndrome (SIDS) in order to sound an alarm if the infant stops breathing

Other Expenses

- Ambulance fees for transportation
- Cosmetic surgery if prescribed or recommended by a medical doctor
- Cost of arranging and having a bone marrow or organ transplant
- Costs of medical services and supplies outside the province of residence
- Electrolysis or hair removal performed by a licensed technician
- Hearing expenses including hearing aids
- Laboratory, radiological or other diagnostic procedures or services
- Modifications to a home for persons confined to a wheelchair

- Laser eye surgery
- Preventative diagnostic, laboratory and radiological procedures
- Transportation expenses to receive medical care including:
 - ⇒ cost of public transportation or private vehicle if not available, for distances of 40 kilometres or greater
 - ⇒ reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
- Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
- Employee paid health premiums

Note:

Canada Customs and Revenue Agency requires most services to be prescribed or recommended by a medical doctor. Any employee may be asked to complete and sign a form when drawing from his or her Health Spending Account to acknowledge the expense is allowable as a medical expense under the Income Tax Act.

FOR MORE INFORMATION:

Kerry Dunphy

**Employee Benefits & Pension
585-1148**

Room 18, Bancroft House

E-mail: kerry.dunphy@acadiau.ca

Fax: 902-585-1075.

**Office hours are Monday to Friday,
8:30 am - 12:00 noon and 1:00 pm - 4:30 pm.**

138



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