Acknowledgement

Dalhousie University is located in Mi’kma’ki, the ancestral and unceded territory of the Mi’kmaq. We are all treaty people.

To learn more about the history and the use of this statement, please visit Indigenous Connection.

We recognize African Nova Scotians are a distinct people whose histories, legacies and contributions have enriched Nova Scotia for over 400 years.
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Welcome to Dalhousie University!

You have joined one of the largest universities in Atlantic Canada and we are glad to have you as part of our team. Dalhousie is a leading innovative, research-intensive university, inspiring our diverse scholarly community to serve Nova Scotia, our region, our nation, and the world. We make a lasting impact by blending transformative academic programs with pioneering research on Canada’s East Coast.

For more than 200 years, Dalhousie’s faculty and staff have contributed to a vibrant, purpose-driven community on its campuses in the heart of Halifax, in Truro, Nova Scotia and in Saint John, New Brunswick. Dalhousie brings together the brightest minds from diverse perspectives to drive the region’s intellectual, social, and economic development. We are committed to fostering a respectful and inclusive space for everyone who works or studies at the university.

For more information on Dalhousie’s history, research, Indigenous Connection, campuses, and community, please visit the Dalhousie website.

With 4,000 courses in over 200 programs, Dalhousie offers a wealth of choice. Dalhousie’s students pursue studies in 13 Faculties – Agriculture, Architecture and Planning, Arts and Social Sciences, Computer Science, Continuing Education, Dentistry, Engineering, Graduate Studies, Health, Law, Management, Medicine, and Science.

For additional information about the university’s academic excellence, please visit the website.

Confidential Clerical and Secretarial (CCS) employees have individual, legally enforceable contracts of employment with the University. Common terms and conditions of employment are incorporated into these contracts.

This handbook is not intended as an exhaustive compilation of the University’s expectations, but rather to provide information on certain terms and conditions of employment, which are currently in effect. These terms and conditions may be modified or supplemented, as part of our continuous effort to improve operations and to make Dalhousie University a better place to work.

We look to the future with confidence, and we hope that your employment with Dalhousie University will bring professional satisfaction and growth throughout the coming years. Thank you for being part of our team. Working together, we will continue to grow as a place we are proud to work at, making a difference everyday – at home, across the country and around the world.
Introduction

Confidential Clerical and Secretarial (CCS) Group
The Confidential Clerical Secretarial (CCS) employee group is comprised of designated administrative support positions, which are outside of the bargaining units by reasons of confidentiality, and access to labour relations information. CCS employees have individual, legally enforceable contracts of employment with the University. Common terms and conditions of employment are incorporated into these contracts.

Leadership, Governance & Strategic Direction
From academics to administration, research and strategic planning, Dalhousie benefits from strong, focused leadership across its faculties and various administrative units.

Details on the leadership organizational structure can be found on the Senior Administration Affiliated Offices page.

Dalhousie University operates under a bicameral governance structure comprised of the Board of Governors and the University Senate. CCS employees are expected to review and maintain familiarity with all University policies.

Equity, Diversity, Inclusion & Accessibility
The health of our university and success of its mission requires talent from the broadest demographic pool. With equity, diversity, inclusion and accessibility as institutional priorities, we promote and encourage the participation of employees of equity-deserving groups in university operations and decision-making at all levels. Our employees are driven to make a difference and we are strengthened by the multiple perspectives they bring to our community. The university stands by its commitment to this important mission by fostering a collegial culture grounded in diversity and inclusion.

Within the Dalhousie campuses there are several organizations for staff and faculty belonging to equity-deserving groups to reach out to for information and resources. These include the Dalhousie Black Faculty & Staff Caucus, the Queer Faculty and Staff Caucus, LGBTQ2SIA+ Collaborative, the Indigenous Advisory Council, the Women in Research Caucus and the (dis)Ability Caucus. There may be similar organizations within your Faculty or Administrative Unit that can provide support.

All faculty, staff and students are asked to complete the confidential Dalhousie “Be Counted” Census. The census of the
university population is vital to make informed decisions on policy and planning. After activating your NetID, log in to Dal Online click on “Personal Information” then “Dalhousie Census Be Counted.”

Other Employee Groups
The university has several employee groups comprised of staff (Dalhousie Professional and Managerial Group, NSGEU Local 77, CCS, NGSEU Local 99 and Grant-Paid) and faculty (DFA, CUPE and PSAC). Each employee group is governed by a Collective Agreement, Handbook or Employment Guide which outlines applicable terms and conditions of employment. For more information on each employee group please visit Employee Groups and Unions (myDal login required).

University Services for CCS Employees
Dalhousie University is committed to the health, safety, and well-being of its employees. Information on some of the services and departments/units that employees can access to promote a healthy workforce and workplace for all are outlined below.

Organizational Health & Safety
Employees have responsibility for establishing and maintaining safe work practices in accordance with the Dalhousie Environmental Health and Safety Policy. Managers have additional responsibilities and are advised to ensure they know their obligations with regards to employee health and safety.

In accordance with the Occupational Health and Safety Act of Nova Scotia, the University has an Environmental Health and Safety Committee. This Committee meets monthly to consider environmental health and safety issues throughout the university.

For information on ergonomic referrals and assistance for ergonomic assessment, please visit the Environmental Health & Safety website, or phone 902-494-2495.

Dalhousie University actively promotes a scent-free, and a smoke-free environment.
**Human Rights & Equity Services**

Human Rights & Equity Services (HRES) provides trauma informed, survivor centered confidential advisory services to members of the Dalhousie community seeking advice & support related to Human Rights, Discrimination, Personal Harassment, Sexualized Violence, Employment Equity & Inclusion, and Conflict Management.

HRES services include confidential reporting, informal & formal complaint options, personal support & referrals, coaching, conflict resolution process facilitation, education and outreach, facilitation of Workshops and more.

For guidance, resources, and policies, please visit Human Rights & Equity Services or contact the office confidentially by calling 902-494-6672.

**_accessible Employment**

Accessible Employment, Human Resources is responsible for developing and advancing accessibility standards related to employment; administration of the University’s Accommodation Policy for staff and faculty; sick leave administration and return to work plans; and providing education and outreach to the Dal community to ensure employment at Dalhousie is accessible to all. For guidance and resources, please contact Accessible Employment confidentially or call 902-494-1958.

**Employee and Family Assistance Program**

The University offers an Employee and Family Assistance Program (EFAP), free of cost, to employees and eligible family members. EFAP is a voluntary, confidential, short-term counselling and advisory service for personal, family, and work lives, childcare services, or general well-being that connects employees and their eligible family members to a network of dedicated, professional counselors and work/life consultants. Confidentiality and privacy are assured, within the limits of the law, to each employee and family member who uses this service directly. EFAP is available 24 hours a day and can be accessed online, by calling 1-800-387-4765, or through the EFAP app.

**Workplace Survey**

The University administers a workplace survey - Your Voice survey, designed for faculty and staff to share their thoughts and ideas on the strengths of Dalhousie and where the University could improve in terms of the employment experience.

**Facilities Management**

Facilities Management, through Security Services, provides a variety of public safety and crime prevention initiatives to increase awareness, share resources, promote safe practices to maintain a healthy, safe, and inclusive community.
DalSAFE is a mobile app providing quick and easy access to Security Services, Tiger Patrol, interactive maps, campus notices, university closures, parking info, and many other resources to enhance personal safety. To download the app, visit DalSAFE.

For questions, specific to University Closure policy, please contact Employee Experience, Human Resources.

**Sustainable Transportation**
The University offers XPass, a reduced-cost Halifax Transit Bus Program to all employees. For more information, please visit SmartTrip Dalhousie.

**Athletics & Recreational Facilities**
Dalhousie has a wide array of sports and recreational facilities, including Dalplex, Sexton Gym, and the Langille Athletic Centre in Truro, to suit the needs of members. Discounted membership fees are available based on full-time equivalency of employment. Payment of membership fees are available through payroll deduction. For more information, please visit the website.

**DalCard**
DalCard is the University’s official ID card, which may be used for building access on campus, parking, library services and as a debit card. DalCard is considered University property and is issued by the DalCard Office at Howe Hall, Coburg Road. Please visit DalCard – Faculty & Staff for more information on office location, hours, and perks.

**Child Care**
The University Children's Centre (UCC) is a non-profit organization, that provides high-quality, affordable childcare. Programs are designed to facilitate, stimulate, and maximize a child’s intellectual, physical, social, and emotional development. UCC has two locations on campus (South Street and in the Life Sciences Centre). For fees and program registration, please visit UCC’s website. Dalhousie also has a membership with Kids & Company Child Care. For more information, please visit their website.
Employee Lifecycle

Attraction:
- Job Design
- Workforce Planning

Recruitment:
- Assessment & Selection

Progression:
- Promotion
- Career Progression
- Career Transition

Onboarding:
- Orientation & Integration

Development:
- Performance Support
- Learning & Development

Recognition:
- Recognition & Rewards
The Employee Experience

2.0 Service

An employee’s service with the University will be calculated as compensated service (excluding service as a temporary employee and overtime) from the most recent date of hiring.

Service will be considered broken, and employment terminated:

(a) if an employee voluntarily terminates employment at the University; or

(b) if an employee is discharged; or

(c) if an employee is absent from work because of illness or injury for a period in excess of thirty (30) consecutive months; or

(d) if an employee is absent from work and cannot be contacted for five (5) working days.

3.0 Probationary Employees

Any employee who has not completed six (6) consecutive months of employment, excluding sick leave and approved leaves of absence if they total more than eight (8) working days, is a probationary employee.

A probationary employee is serving a trial period to determine competence and suitability for a particular position and may be terminated if, in the University's judgement, they do not meet reasonable standards established by the University.

After a probationary employee has served three (3) months in a position, their work performance will be discussed by the supervisor and the employee and confirmed to the employee in writing at that time. If this is not done, the employee's three (3) month's evaluation will be deemed satisfactory.
A probationary employee accumulates paid sick leave at a rate of one (1) day per complete month of paid service. A probationary employee is not entitled to Sick Leave as discussed below, or Long-Term Disability Insurance.

A probationary employee whose employment is terminated by the University for reasons other than willful misconduct, disobedience or neglect of duty will be given a minimum of two weeks prior notice of such termination, or payment in lieu thereof.

4.0 Recurring Sessional Employment

A member of the support staff holding a "recurring sessional appointment" works regular full-time or regular part-time hours for eight (8) or more months each year. A mutually agreed condition of employment provides assurance of resumption of work in the same position and that the non-working period in each year is viewed as a temporary lay-off.

Upon appointment, each recurring sessional employee will be provided with a letter defining the expected duration of her/his working and non-working periods and confirming that the arrangement is recurring. The return date will be specified on the employee’s `Record of Employment' form on temporary lay-off.

During their periods of active employment, sessional employees will participate in pension and group benefit plans on the same basis as regular staff. Benefit coverage during non-working periods may be continued, at the employee's option, subject to the qualifying conditions of individual plans and to prepayment of the full joint premium by the employee. Such prepayment must be in the form of monthly post-dated cheques.

A recurring sessional employee with appropriate seniority is entitled to pregnancy and/or parental leave and Supplementary Unemployment Benefits (SUB) on the same basis as regular staff except that she will not be eligible for SUB payments from the University during her specified non-working periods. In the event that the birth occurs during the non-working period, any balance of SUB payments remaining will commence on her specified return date.

Vacation entitlement for recurring sessional employees will be established on the same basis as regular staff. The amount of paid vacation earned will be determined by the number of months worked in the normal vacation year as follows:
Vacation periods may be scheduled during the normal working term if this is consistent with the operating needs of the employing department. Sessional employees are entitled to use vacation time as accrued during the same vacation year it is earned. Any unused vacation earned up to the beginning of temporary lay-off will be paid at the conclusion of each working term.

During the periods they are actively employed, sessional staff are entitled to paid holidays on the same basis as regular staff.

In the event of lay-off, recurring sessional employees will be eligible for lay-off notice but will not be eligible for salary payments during specified non-working periods.

5.0 Hours of Work

Subject to the exceptions noted, the regular workday and regular work week for full-time employees will be six and one-half (6 1/2) hours or seven (7) hours and thirty-two and one-half (32 1/2) hours or thirty-five (35) hours respectively, exclusive of meal breaks.

The work week of thirty-two and one-half (32 1/2) hours or thirty-five (35) hours will usually be five (5) days per week from Monday to Friday inclusive, with two (2) consecutive days off and with a minimum of one-half (1/2) hour for a meal break. An employee may be scheduled by the University for a regular work week other than Monday to Friday and other than between the hours of 8:00 a.m. and 6:00 p.m.

CCS employees are entitled to one fifteen (15) minute break period in each half shift, which will be scheduled in accordance with operational requirements.

The work week of thirty-two and one-half (32 1/2) hours or thirty-five (35) hours may occasionally be extended for equal time off in some other work week, at a supervisor's or employee's request, if agreed upon by both parties.
Excluding overtime and emergencies, all employees will be given a minimum of twenty (20) working days' notice of a change in their regularly scheduled hours of work.

Any employee whose regular working conditions are such that they must change their clothes to perform their job will be granted ten (10) minutes at the end of her/his shift to change and wash.

The University will select at least two days in the period between Boxing Day and New Year's Day to be observed as scheduled days off without loss of pay. In the event that an employee is required to work on any of these days, they will be entitled to equivalent time off in lieu thereof without loss of pay. Such time off will be by mutual agreement, but, failing this, the employee will be granted equivalent time off with pay immediately following their annual vacation. For part-time employees, entitlement is pro-rated.

6.0 Overtime

Overtime for full-time employees means all **authorized** time of at least fifteen (15) minutes assigned to and worked by such employees in excess of their regular working day (six and one half (6 1/2) or seven (7) hours).

Overtime for employees working less than full-time means all **authorized** time totaling at least thirty (30) minutes assigned to and worked by such employees in excess of thirty-two and one-half (32 1/2) hours or thirty-five (35) hours a week and all authorized time of at least fifteen (15) minutes assigned to and worked by such employees in excess of:

(a) their regularly scheduled hours in one (1) day; or

(b) six and one-half (6 1/2) hours or seven (7) hours in one day whichever is less.

"Authorized" means each allocation of work or time in excess of regularly scheduled hours specifically assigned by the responsible supervisor or delegate on or before the day the overtime work is to be performed. If proposed overtime is not assigned by the responsible supervisor or delegate, an employee may refuse it without prejudice. The University will:

(a) make every reasonable effort to equitably distribute overtime among qualified employees in a department,
(b) give employees who are required to work overtime as much notice as is reasonably possible,

(c) where practicable, offer overtime on a voluntary basis, it being understood, however, that overtime is mandatory when assigned by the responsible supervisor or delegate.

An employee will be compensated at the rate of time and one-half their normal rate of pay for overtime worked. For overtime worked on a holiday, a day declared to be generally observed in lieu of a holiday, or day off, an employee will be compensated at the rate of double the normal rate of pay.

The University may, at its option, substitute, in lieu of overtime pay, time off equal to one and one-half or double the amount of overtime actually worked, whichever is applicable. The employee will be advised of the form of compensation at the time the assignment of overtime work is made.

Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the calendar month immediately following the month in which the overtime was worked, compensation for overtime will be paid unless the employee, with the approval of the immediate supervisor or department head, prefers to accumulate the time for a specified later date.

All such accumulated overtime must be taken within twelve (12) months of the date the overtime was worked or pay in lieu thereof will be included in the earliest regular pay-thereafter. This period may be extended if such time off cannot be granted due to operational requirements.

An employee who is required to work a minimum of three consecutive hours overtime following their normal scheduled workday will, where it is practicable, be granted a reasonable period without pay to enjoy her/his usual mealtime before commencing such work. If this is not practicable, an unpaid meal break may be

scheduled by the supervisor during or after the overtime period and under such conditions the employee will be reimbursed expenses for one meal in the amount of $7.00 except where a free meal is provided.
An employee who has been required to work at least one (1) hour beyond their regular hours of work and beyond 8:00 p.m., will, on presentation of an appropriate receipt, be reimbursed for taxi fare to their place of residence to a maximum of $15.00.

In computing overtime, every segment of a quarter hour worked will be regarded and paid as one complete quarter hour.

In the computation of overtime, an employee who is on authorized leave with pay, including sick leave, will be deemed to have worked (a) normal working day(s) while on such leave.

By prior mutual agreement with the supervisor, an employee may make up time missed from work which would otherwise be deducted from pay. Such time may be worked in excess of the regular workday and will not be computed as overtime.

7.0 Medical/Dental Appointments

The university may, at its discretion, grant leave with or without pay for medical/dental appointments. Employees will make every reasonable effort to arrange these appointments outside their regular working hours. Upon request, an employee will be required to provide confirmation of the time of the medical or dental appointment and/or confirmation that they were unable to schedule such appointment outside their regularly scheduled hours of work.

In the case of an Employee being unable to arrange personal medical or dental appointments outside their regular working hours, the Employee may be granted leave with pay for up to two (2) days (thirteen (13) or fourteen (14) hours depending on the Employee’s regular hours of work) to be deducted from sick leave, per calendar year to attend such appointments.

8.0 Call-In

An employee called in to work without previous notice outside their scheduled working hours will be paid at time and one-half their regular rate of pay for the hours worked with a minimum of four (4) hours regular pay; except, when called in on days off, they will be paid at the rate of double their regular rate of pay for the hours worked with a minimum of four (4) hours regular pay.
When an employee is called at home by an employee of the University who is authorized by the department head to assign work, outside of scheduled working hours, and is required to perform a service from home as a result, they will be paid at time and one-half their regular rate of pay and at double her/his regular rate of pay on a day off for the time required to perform such service with a minimum of fifteen (15) minutes regular pay.

Time off may be substituted for payment at the applicable rate as agreed by the University and the employee.

In no such case will an employee claim more than four (4) hours pay at the applicable rate in a four (4) hour period, pursuant to (a), or more than fifteen (15) minutes at the applicable rate in a fifteen (15) minute period, pursuant to (b).

9.0 Employee Benefits

The University maintains a Dalhousie University Employee Benefits Committee representative of interested staff groups, the Senate and the Board of Governors, to consider matters relating to benefit programs for staff, including the administration of, participation in, contribution to, and obtaining value in the provision of, benefit programs.

Information about the pension plan and all insurance coverages is available on the Total Compensation website, including details of cost sharing of premiums. Where costs are shared, it is normally 50/50, however, the University contributes an amount equivalent to 60% for the cost of the reimbursement option premiums for all employees, 50% FTE or greater, who participate in the Major Medical Insurance Plan.

Eligible employees are entitled to make application to participate in the "Dalhousie University Staff Employee Benefit (Salary Deferral) Plan", subject to its review by the Employee Benefits Committee and approval by the Canada Customs and Revenue Agency. Approval, when given, only relates to the department and position held at the time of approval.
10.0 Holidays

The University agrees that the following will constitute paid holidays for all employees:

- January 1
- First Monday in September
- First Friday in February
- September 30
- First Monday in August
- Second Monday in October
- Third Monday in February
- November 11
- Monday preceding May 25
- December 25
- July 1
- December 26
- Friday preceding Easter
- 1/2 day to be scheduled by the university on a day other than the holidays already listed

Full-time employees are entitled to all paid holidays. (For purposes of compensation, a one-day holiday will be equal to six and one-half (6 1/2) hours or seven (7) hours.

Part-time employees are entitled to time off for paid holidays on a pro-rated basis according to their regularly scheduled weekly hours, i.e., in the case of a full day holiday, entitlement would be 1/5 of their regularly scheduled weekly hours. In the case of a half-day holiday, entitlement would be 1/10 of their regularly scheduled weekly hours.

Recurring sessional employees are entitled to paid holidays during the period they are actively employed on the same basis as regular staff.

When a paid holiday falls on a full-time employee's scheduled day off they will receive another day off within thirty (30) days at a time of their choice with the approval of the immediate supervisor or department head or, in lieu thereof, pay for one full workday at their regular rate of pay. Notwithstanding the foregoing, when a paid holiday falls on a Saturday or Sunday, the University, at its option, may declare another day to be observed as a holiday, in lieu thereof.

Where a holiday falls within an employee's vacation period, the holiday will not be counted as part of the vacation but will be added to the end of the employee's vacation period.
11.0 Annual Vacation

The length of an employee’s annual vacation will be determined by their length of service, but service does not include pregnancy/parental leaves or leaves of absence without pay. Vacation entitlement will be calculated on the basis of a regular six and one half (6 1/2) hour workday for employees whose regular work week is thirty-two and one half (32 1/2) or seven (7) hour workday for employees whose regular work week is thirty-five (35) hours.

The vacation year is June 1st to May 31st. CCS employees earn and take vacation in the same year, except as identified in Appendix A.

The scheduling of vacation is subject to approval from the immediate supervisor, taking account of requests from other members of the team/unit and the operational requirements of the department. Requests should be made to the immediate supervisor via email or using the electronic leave reporting system, whichever is used in the department. Vacation balance should be exhausted within the vacation year.

Approved unpaid leaves of absence of up to ten (10) working days per year will not affect an employee’s vacation entitlement in the following vacation year.

Continuous employment for determining the fourth or fifth week of entitlement does not include unpaid leaves of absence in excess of 30 days, e.g., parental leave, but does include pregnancy leave. While taking a pregnancy leave will affect the annual vacation employees will have earned for the vacation year(s) immediately following such leave, it will not affect their continuous employment credit for entitlement to an additional week of vacation commencing the year in which the tenth or twentieth anniversary falls.

11.2 Vacation Entitlement

Employees earn vacation and use it the same year. Annual vacation entitlement is based on the number of years of continuous service, normally following successful completion of the probationary period. Entitlement in a given year is calculated based on number of months of paid service up to May 31st in that vacation year. If less than one full year’s service has been completed, entitlement for the year is prorated as follows:
(# of months worked / 12 months) * 15 days = entitlement for the vacation year
(1 day = 7 hours)

- Employees with more than one than one year but less than five years of service, excluding unpaid leaves of absence, as of June 1\textsuperscript{st} will be granted three (3) weeks (15 working days) in that vacation year.
- Employees with 5 years or more of service as of June 1\textsuperscript{st}, excluding any unpaid leaves, will receive four (4) weeks (20 working days), beginning with the vacation year in which the 5th anniversary falls.
- Employees with 19 years or more of services as of June 1\textsuperscript{st}, excluding any unpaid leaves, will receive five (5) weeks (25 working days), beginning with the vacation year in which the 19th anniversary falls.
- Employees with 24 years or more of service as of June 1\textsuperscript{st}, excluding any unpaid leaves, will receive five (5) weeks plus two (2) days (27 working days), beginning with the vacation year in which the 24th anniversary falls.

Employees may take vacation on the assumption that their employment will continue throughout the calendar year. Employees who take vacation before it is earned and subsequently terminate their employment will be required to repay any vacation taken but not earned.

Subject to the discretion of the immediate supervisor a maximum of ten (10) days may be deferred at the employee’s request to the following vacation year. The maximum carryover of ten (10) vacation days does not apply when employees are commencing a pregnancy and/or parental leave or an extended sick leave. Based on the length of the leave an employee is taking, and by mutual agreement with the immediate supervisor, the employee may carry over up to one (1) year’s vacation entitlement.

11.3 Vacation upon Termination

In the event of termination with due notice (three or more weeks), accrued and un-used vacation will be paid. Otherwise, payment will be at the minimum prescribed under the Labour Standards Code, unless the Department Head agrees to accept less notice. Employees may take vacation on the assumption that their employment will continue throughout the calendar year. Employees who take vacation before it is earned and subsequently terminate their employment will be required to repay any vacation taken but not earned.
12.0 Job Posting

When a job vacancy or a new position occurs, the University will post a notice of such vacancy, describing the job available, the qualifications required, and the date by which written application for the job must be received by Recruitment & Retention, Talent Management.

It should be noted that competition for job vacancies or new positions within the CCS employee group must first be offered to qualified employees within CCS who have applied in writing within the time allowed by the notice before other employees can be considered.

Among competing applicants for a posted vacancy, the University considers the following factors: training and experience; demonstrated performance and ability; skills and aptitudes. The University is committed to the employment of self-identified designated groups and equity-seeking members through the Principles of Fair Consideration in Hiring under the Employment Equity Policy.

It is understood that employees who have successfully completed their probationary period may apply as an internal candidate freely and without prejudice for any position posted. On enquiry to Manager, Recruitment & Retention, Talent Management, employees will be provided with any available information about a posted position in complete confidence.

Where an employee is a successful applicant for a job vacancy or new position, only the approval of the department head gaining the employee is necessary for the move. The employee must give three (3) weeks’ notice, unless a shorter period of notice is agreed to by the department the employee is leaving.

The employee's first three (3) months of service in the new position (internal transfer) will be considered a period of mutual assessment. Extensions may also be agreed to by the parties in other circumstances. Within the applicable period, employment may be terminated by the employee by giving twenty-one (21) calendar days’ notice in writing to the University. Where employment is to be terminated by the University for reasons other than willful misconduct, disobedience or neglect of duty, the lay-off notice provisions will apply. If the move is mutually satisfactory at the conclusion of the applicable assessment period, it will be confirmed in writing and the employee will become a regular staff member in the department.
An Employee who is the successful applicant for a term position may request a leave of absence from their regular position. Approval of such requests will be subject to operational requirements and will not exceed twenty-four (24) months.

Where an employee is a successful applicant for a job vacancy or a new position carrying the same or a higher classification, there will be no decrease in salary as a result of the move.

Where an employee is an unsuccessful applicant for a job vacancy or a new position, that employee will be notified of the decision.

In assessing whether an applicant is eligible for referral, Recruitment & Retention, Talent Management will consider the posted job requirements and job description, years of service in a related capacity and the factors previously outlined.

13.0 Job Design

The University will routinely review the evaluations of all positions. All positions will be reviewed at least once every five years.

A position may be evaluated at any time, but will be evaluated within three (3) calendar months after receipt by the Job Design Unit, Human Resources, of a request from an employee or supervisor and subsequent receipt of the employee’s completed Job Fact Sheet, provided that the incumbent has had at least six (6) months' service in the position and that the position has not been reviewed or evaluated for at least twenty-four (24) months (unless significant changes have been made to the job content).

If an employee’s duties are altered significantly by the introduction of new machinery, equipment, material, a change in procedures, or a restructuring of duties within a department, the supervisor will advise the Job Evaluation Unit, Human Resources, in writing and the job will be provisionally rated.

All jobs holding provisional rating will be evaluated within four (4) to eight (8) months of the date the position is filled, providing the same incumbent is in the job and the Job Fact Sheet has been completed.
Rating decisions of the Job Analyst or Job Evaluation Committee will be reported to the supervisor and the incumbent within five (5) working days of the rating decision being made and be implemented effective the beginning of the month in which the Job Fact Sheet is received by the Job Design Unit, Human Resources.

Any objections to the rating decisions must be referred to the Job Evaluation Committee within fifteen (15) calendar days of receipt of the rating decision. Appeal decisions will be reported to the supervisor and incumbent within five (5) working days of the meeting date. There is no recourse for re-evaluation beyond the appeals process. Both the incumbent and the immediate supervisor will be invited to appear before the Committee in the appeals process.

Newly created jobs will be provisionally rated according to established procedure before applicants may be recruited.

Where job reclassification or evaluation results in moving to a higher classification, no decrease in salary will result. The employee's projected salary income in the new classification over the ensuing twelve (12) months will exceed by at least four percent (4%) what it would have been in the old classification over the same period.

Where job reclassification or evaluation results in moving to a lower classification, the employee’s salary will be maintained until it may be slotted into a higher step in the appropriate salary scale as follows:

(i) if the employee's salary is greater than the maximum step for the new classification, it will be maintained until exceeded by such maximum and increased to the new maximum at that time.

(ii) if the employee's salary is within the range established for the new classification, it will be maintained until the next normal anniversary date and increased to the next higher step at that time.

No employee will refuse to participate in the Job Evaluation Program, but, on request, may defer such participation for a maximum period of six (6) months if the employee and the supervisor give notice to the Job Design Unit, Human Resources, that the position is currently undergoing change. If this period is exceeded, there will be no increase in the then current rate of pay.

Every employee will be provided with their current job description or fact sheet, including the position’s classification level, upon written request to the Job Evaluation Unit, Human Resources.
14.0 Wage Rates

Rates of pay for CCS Employees are derived from the top step of the scale as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>79%</td>
</tr>
<tr>
<td>Step 2</td>
<td>84%</td>
</tr>
<tr>
<td>Step 3</td>
<td>89%</td>
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<tr>
<td>Step 4</td>
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<td>Step 5</td>
<td>96%</td>
</tr>
<tr>
<td>Step 6</td>
<td>100%</td>
</tr>
</tbody>
</table>

Unless paid at the top of their scale, an employee will advance to the next higher step on the first day of the month next following completion of twelve (12) months satisfactory service in a particular step and classification. When an increment is withheld, it may be granted at any subsequent time when, in the University's opinion, the performance deficiencies giving rise to the withholding have been corrected. Such date will become the employee's anniversary date for subsequent progressions within the same classification. The reason(s) for withholding an increment will be given to the employee in writing at least 30 calendar days before the scheduled step increment.

A new employee will be paid at the rate set forth as "Step 1" in the appropriate classification, unless hired at a higher step on account of relevant experience and will advance to the next applicable step effective the first day of the month next following completion of twelve (12) months' service in the same classification. Such date will become the anniversary date for subsequent progressions within the same classification.

If a position is reclassified to a higher classification, the employee will not be eligible for a progression advance until a minimum of twelve (12) months in the new classification has been served. Such employees will advance to the next higher step on the first day of the month next following the completion of twelve (12) months service in that step and classification.

In those cases where an employee's salary is in excess of the maximum established for her/his classification under Appendix "A," their salary will be maintained and not subject to adjustment of any kind. In any event, salaries will not be increased beyond these maxima ("Step 6").
For the purpose of determining appropriate dates for step progression as noted herein, pregnancy/parental leaves and approved leaves of absence without pay in excess of six (6) consecutive weeks will not be considered as qualifying service.

15.0 Temporary Assignment

An employee who is temporarily assigned to perform in a classification paying a higher rate, will be paid a premium for the entire period of the assignment at a rate seven and one half percent (7½%) higher than their existing rate of pay (the higher overtime rate will apply as well) provided the employee has worked in the higher classification for a period of at least two (2) weeks, and the premium does not exceed the salary scale for the position.

When an employee is temporarily assigned to perform work in a classification paying a lower rate, they will be paid at their regular rate.

An employee who is temporarily assigned to another position will normally be relieved of the responsibilities of their regular position during the period of their assignment.

16.0 Pay Periods

All employees will be paid by direct deposit on the twenty-seventh day of each month or, in the event that this is a non-working day, on the working day immediately preceding the twenty-seventh. In December of each year employees will be paid prior to Christmas Day, but not earlier than December 17th. Payroll errors will be corrected when such errors are brought to the attention of Human Resources by the employee's supervisor.

17.0 Sick Leave

All regular employees qualify for sick leave benefit (for probationary employees, see section on probationary employees). Sick leave is defined as the period of time an employee is absent from work with full pay as a result of a disabling injury or illness and is seeking appropriate medical treatment.

When illness or injury causes absence from work the following will apply:
(a) The University may require medical evidence, but not normally for periods of less than five (5) consecutive working days. Such medical evidence will verify the disability or illness and inability to carry out normal duties and failure to provide such evidence may result in disciplinary measures.

(b) The University will make every reasonable effort to accommodate the employee in performing their normal duties or in finding alternate related duties in the department if an employee is unable to perform their own duties due to illness or injury, and such requirement is substantiated by medical certification.

(c) Frequent periods of sick leave may be reviewed to determine if the employee is medically fit to carry out responsibilities on a full-time basis.

(d) Full salary will be paid for the first one hundred twenty-five (125) working days of sick leave in any twelve (12) month period.

(e) Following the elimination period under the terms of the Long-Term Disability Benefits then in effect (currently 125 days), eligible employees will claim any entitlement under the terms of such program.

An employee or a potential employee may be required to undergo, without cost to such employee, medical examinations by a physician of the University's choice in the following instances:

(a) prior to employment but following an offer of employment, provided the medical information sought relates to a bona fide occupational requirement for the position applied for.

(b) immediately following employment.

(c) in order to obtain health certificates, where the University, in its discretion, deems it necessary or desirable, including cases of repeated absences of less than five (5) days, provided a duplicate copy of the physician's report is given to the employee.
17.1 Standing Directive to Produce Medical Certification

An employee may be required to produce certification (including a standing directive to do so) acceptable to the University and/or certification from a physician in order to qualify for sick leave, when such employee's absences are excessive, for example, when compared to other employees, or where the university has reason to suspect an employee's absence is not legitimate, for example, a pattern of absences not explained by a medical condition. This information will be kept in a secure location and will be handled with utmost confidentiality.

Any standing directive will be reviewed after each three (3) month period to determine whether it should be withdrawn, and the employee will be notified within five (5) working days of the decision. Upon request, the University will notify the employee in writing of the reason for the standing directive and/or the reason for the decision not to withdraw a standing directive.

17.2 Reduced Entitlement

The level of sick leave entitlement is intended primarily to provide income protection in cases of major illness or injury during the qualification period for the insured salary continuance programme. Also, it provides coverage for short-term absence, reasonable in incidence and duration, due to illness or injury. Short-term absences are defined as absences of less than two (2) calendar weeks duration.

Without detracting from any other rights of the University, if the frequency and/or amount of an employee's short-term absence in any twelve (12) month period is excessive and if it is not attributable to a continuing medical condition, the employee will qualify for a maximum of eight (8) days of paid sick leave in the ensuing twelve (12) month period. However, the employee will qualify for regular coverage in the event of major illness or injury.

This limitation will be withdrawn if, after twelve (12) months of active employment, the amount and/or frequency of short-term illness returns to normal.

Where an employee's usage of sick leave is excessive (based on the average usage of other employees), the University may, upon notice, advise the employee that for the following twelve (12) month period, there will be no benefits paid for the first day of any subsequent absence(s).
17.3 Returning to Work

An employee returning to work upon the expiration of a period of sick leave will return to their original position. In the event that the position no longer exists, or the employee is incapable of carrying out the duties of that position, every effort will be made to continue employment in a position at the same job classification and step level. If an employee’s position is eliminated while they are on sick leave, they will receive notice of lay-off on the same basis as other employees in accordance with lay-off provisions. However, any entitlement to sick leave and salary continuance will not be affected by such lay-off notice.

An employee who has been absent from work as a result of a disabling injury or illness for more than six (6) months but less than thirty (30) months, who wishes to return to work at the University, must submit a medical certificate to Disability Administration, Human Resources, confirming that the employee is medically fit to resume work. Redeployment opportunities, where possible, will be given to employees for a period of twelve (12) months following receipt of the medical certificate, but any entitlement lapses at a date which is twenty-four (24) months from expiry of paid sick leave.

18.0 Leaves of Absence

18.1 Court Leave

Leave of absence without loss of pay will be given to every employee, other than an employee on leave of absence without pay, who is required to:

(a) serve on a jury, provided the employee reimburses the University any monies received for sitting on the jury, excluding payment for travel, meals, or other expenses;

(b) attend by reason of being a plaintiff or defendant, unless the University is a principal party in the action;

(c) attend by subpoena or summons to attend as a witness in any proceedings held:

1. in or under the authority of a court; or
2. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it for the actual time required to give evidence; or

3. before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

18.2 Bereavement Leave:

In the event of a death of a spouse, a parent (including stepparent) or a child (including stepchild), ward of the employee, grandchild, grandparent or a relative permanently residing in the employee's household or with whom the employee permanently resides, an employee so bereaved will be allowed leave with pay not exceeding five (5) working days. The days will normally be consecutive, and will be taken at the time of death, funeral or memorial service.

In the event of a death of a parent-in-law, sibling (including stepsibling and half-sibling, sibling-in-law (immediate - a spouse's sibling or a sibling's spouse), son-in-law, daughter-in-law or, an employee so bereaved will be allowed leave with pay not exceeding three (3) working days. The days will normally be consecutive, and will be taken at the time of death, funeral or memorial service.

In the event of the death of an employee's aunt, uncle, niece, nephew, sibling-in-law (extended- spouse's sibling's spouse), foster parent, or the grandparent of the spouse of the employee, an employee will be granted leave of absence with pay for one (1) day for the purpose of attending the funeral.

If the location of the funeral or memorial service is more than two hundred (200) kilometers away from an employee's residence, an employee may be granted time to attend, in addition to the time outlined above for the actual time it takes to travel to and from such location to a maximum of two (2) days.

If there is a death in an employee's family as defined above while the employee is on vacation, the employee is entitled to use bereavement leave, rather than vacation days as scheduled.

Request for such leave must be directed to the employee's immediate supervisor.
18.3 Leave for Family Illness

In the case of illness of an employee’s parent, spouse, or child, or any relative who permanently resides with the employee, the employee may be granted leave with pay for up to five (5) days per year for the purpose of caring for such family member(s), provided such family member(s) requires care and no one other than the employee can provide such care. The University may require proof of the need for such leave as they consider necessary. These days will be deducted from the employee’s sick leave entitlement.

18.4 Compassionate Care Leave

A qualified employee will be granted Compassionate Care Leave in accordance with the provisions of the Nova Scotia Labour Standards Code.

18.5 Domestic Violence Leave

A qualified employee will be granted Domestic Violence Leave in accordance with the provisions of the Nova Scotia Labour Standards Code. The University will provide up to ten (10) weeks paid leave per calendar year.

18.6 Other Leaves

Except as otherwise provided, nothing restricts the right of the University, through the department head and the Director, Employee Experience, Human Resources, or designate to authorize leaves of absence, with or without pay, for emergencies or special circumstances.

19.0 Pregnancy, Parental and Adoption Leaves

19.1 Pregnancy Leave

The University will not terminate the employment of an employee because they are pregnant. An employee who has passed their probationary period, and any agreed extension thereof, will be granted pregnancy leave in accordance with the Labour
Standards Code of Nova Scotia. However, only employees who have twelve (12) continuous months of employment with the University will be eligible for the Supplementary Unemployment Benefit (SUB) Plan.

Pregnancy leave must be arranged in advance with the immediate supervisor or the department head and recorded in Human Resources.

The University may require an employee to commence a leave of absence at the time when the duties of their position cannot reasonably be performed by someone who is pregnant, or the performance of the employee’s work is materially affected by the pregnancy.

A qualified employee will be granted pregnancy leave consistent in timing and duration with the Labour Standards Code of Nova Scotia. During this period, they shall be eligible to claim benefits under the Supplementary Unemployment Benefit Plan to a maximum of seventeen (17) weeks.

When an employee reports for work upon the expiration of the period of leave, they will resume work in the same position or, if the position has been eliminated, a comparable position to that which they held prior to the commencement of the pregnancy leave, with no loss of service or benefits accrued to the commencement of the pregnancy leave.

19.2 Adoption Leave

A qualified Employee will be granted Parental Leave for the purpose of adoption in accordance with the provisions of the Nova Scotia Labour Standards Code. The University will, upon the request of an employee and receipt of a copy of the notice of proposed adoption made by the employee under the Children and Family Services Act of a child five years of age or younger, grant the employee a leave of absence with pay for the week in which the adoptive child comes into full care of the employee. In the event that both adoptive parents are employed by the University, this provision will have application only to one of those adoptive parents.

The University will modify the SUB plan, subject to the approval of Employment and Social Development Canada (ESDC), such that: When an employee declares her/himself to be a primary care giver and qualifies for benefits under the Employment Insurance (EI) Act related to adoption, as determined by Employment and Social Development Canada, the benefit payable by the University will be the difference between ninety-five percent (95%) of the employee’s regular salary
at the commencement of the leave and the amount the employee receives from E.I. benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia will be without payment from the University. In the event that both adoptive parents are employed by the University, this provision will have application only to one of those adoptive parents.

19.3 Parental Leave

Parental leave will be in accordance with the Labour Standards Code (Nova Scotia). On the occasion of the birth of their child, other than giving birth or through adoption an employee who is not seeking benefits pursuant to Adoption Leave above, will be granted special leave with pay up to a maximum of four (4) workdays. This leave may be granted on separate days.

The University agrees to modify the existing Supplemental Unemployment Benefit Plan such that: When an employee who becomes a parent other than through giving birth or through adoption, qualifies for Parental Leave pursuant to the Nova Scotia Labour Standards Code, and qualifies for benefits under the Employment Insurance Act related to Parental Leave, as determined by Employment and Social Development Canada (ESDC), the benefit payable by the Employer will be the difference between ninety-five percent (95%) of the Employer's regular salary at the commencement of the leave and the amount the Employee receives from EI benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia will be without payment from the Employer. This will not apply to an employee who is seeking Parental Leave benefits.

19.4 Return to Work

Before proceeding on pregnancy, adoption or parental leave, each employee claiming benefits will sign an undertaking on a prescribed form that they will return to work at the end of the leave, or any authorized extension thereof, and remain in the University's employ for a period equal to the leave. Should an employee fail to return to work or return for a period of less than that claimed under the SUB Plan the University will review each case on its own merits and may, at its option, require the employee to repay all or part of the benefits received under the SUB Plan.
20.0 Tuition Benefits

Tuition fees will be waived for employees, their spouses, and children on the following basis:

(1) Employee (Regular Full-time or Regular Part-time (50% FTE or greater):
   Up to twelve (12) credit hours in the twelve (12) month period ending August 31 of each year in any Faculty of Dalhousie University.

(2) Spouses and Children:
   For full-time employees who have two years of continuous employment as of the date of registration, fifty percent (50%) of tuition fees in all courses offered at Dalhousie University in any undergraduate program in any Faculty other than Dentistry (excluding the School of Dental Hygiene), Law and Medicine. Where both parents are employees, the tuition fee for children will be 100%.

(3) Deceased or Retired Employee:
   Tuition waivers in accordance with the provisions of (1) and (2) above will continue to be available to:

   (a) Employees who have retired, having been employed for five (5) or more years, and to their spouses and children, and to the spouses and children of former employees who are deceased and who had been employed for five or more years.

   (b) the children of those employees who are divorced or legally separated provided satisfactory documentary evidence of support equivalent to 7% of annual earnings is provided.

   (c) Employees who are ill or disabled and to their spouses and children, provided the employee is in receipt of sick leave or long-term disability benefits.

For purposes of tuition waiver administration, the following definitions will apply:

(1) “Spouse” shall mean a person who either is married through an ecclesiastical or civil ceremony to any employee or, although not legally married to an employee, cohabits with the employee for at least twelve (12) months
in a conjugal relationship which is recognized as such in the community in which they reside. The term “conjugal relationship” shall be deemed to include a conjugal relationship between partners of the same sex.

(2) “Child” shall mean any dependent child of the employee to the end of the academic year of the child’s 25th birthday, or beyond that date if dependent on the employee by reason of mental or physical disability. Dependents are defined as children of the employee for whom the employee is entitled to claim tax credit under the Income Tax Act in the year in which the tuition waiver is requested or children not over the age of twenty-five (25) to whom the employee declares that they provide regular financial support.

(3) “Tuition Fee” shall mean the basic tuition or auditing fee applicable to specific programs and shall include auxiliary fees which are for required instruction, but shall exclude any other fees such as international student differential fees, co-op fees, and student union fees.

Further conditions for Employees:

(a) All requests for tuition waiver must be approved in advance of registration by the department head concerned and the Assistant Vice-President, Human Resources, or designate.

(b) For income tax purposes and the purpose of (d) and (e), all proposed courses must be identified in advance by the employee and the department head concerned as job related or non-job related.

(c) Employees may request an adjustment to their normal hours of work, i.e., re-scheduling lunch or extending the normal workday, to take courses under this article. The granting of such requests is contingent on service and operational requirements being met.

(d) Tuition fees may be reimbursed, at the sole discretion of the University, to employees who have successfully completed job-related university credit courses taken at institutions other than Dalhousie University.

(e) Tuition fees may be waived at the sole discretion of the University, for employees taking job-related non-credit courses at Dalhousie University. Employees who fail or do not complete a course, forfeit entitlement to this waiver
and must successfully complete a subsequent job-related non-credit course in order to qualify for reimbursement in that instance and in order to regain entitlement.

(f) Tuition fees may be reimbursed, at the sole discretion of the University, to employees who have successfully completed work-related courses taken at Dalhousie which are relevant to the pursuit of alternative employment at Dalhousie.

21.0 Lay-off, Redeployment, Recall and Severance Pay

Employees who are to be laid off will be given minimum prior notice in writing, or pay in lieu thereof, as follows:

Compensated Service

<table>
<thead>
<tr>
<th>Since Date of Last Hire</th>
<th>Written Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than two (2) years</td>
<td>Four (4) calendar weeks</td>
</tr>
<tr>
<td>Two (2) but less than five (5) years</td>
<td>Eight (8) calendar weeks</td>
</tr>
<tr>
<td>Five (5) but less than ten (10) years</td>
<td>Twelve (12) calendar weeks</td>
</tr>
<tr>
<td>Ten (10) but less than fifteen (15) years</td>
<td>Twenty (20) calendar weeks</td>
</tr>
<tr>
<td>Fifteen (15) or more years</td>
<td>Twenty-four (24) calendar weeks</td>
</tr>
</tbody>
</table>

“Service,” for these purposes, excludes service as a temporary employee, except temporary service that has been credited toward the employee’s probationary period.
21.1 Training Assistance

Employees who have been given notice of lay-off will be eligible, on request, for reasonable training at the University, unless the University can substitute an equivalent course elsewhere at less cost, to develop their job skills if the provision of such training would assist in their redeployment or relocation within the University and can be completed during the notice period of lay-off. Such a request will not be unreasonably denied even though such training program or course may extend beyond the final date of the notice period of lay-off, with the understanding that, under normal circumstances, salary and benefits will not continue beyond the final date of the notice period of lay-off. Tuition will be waived for any such reasonable training that is approved by the University. This will not prevent the employee from proposing a cost sharing arrangement with the University if they are requesting training that goes beyond a reasonable amount of training.

21.2 Redeployment

The University will endeavor to redeploy an employee who has been given notice of lay-off. Redeployment opportunities will, where possible, be given to employees who have been laid off, for a period of eighteen (18) months following the date of lay-off, or until they successfully relocate to another position if this occurs before expiry of the notice period.

The initial appointment to such a position will be by temporary transfer. In accommodating such transfers, University departments will provide an additional one (1) month’s training, if necessary, beyond the normal familiarization period for new staff. During the first three (3) months in such an appointment, an assessment of performance against position requirements will be conducted after one (1) month and after three (3) months. If, during this period, either the employee or the department wishes to terminate the temporary transfer, the employee will be laid off at that time, or when the original notice of lay-off expires, whichever is later. If a transfer is mutually satisfactory at the conclusion of the three (3) month assessment period, it will be confirmed in writing and the employee will become a regular staff member in the department.

Where an employee who is on notice of lay-off accepts:

(1) a position in a higher classification, no decrease in salary will result.
(2) a position in a lower classification, the employee’s salary will be maintained until it may be slotted into a higher step in the appropriate salary scale as follows:

a. if the employee's salary is greater than the maximum step for the new classification, it will be maintained until exceeded by such maximum and increased to the new maximum at that time.

b. if the employee's salary is within the range established for the new classification, it will be maintained until her/his next normal anniversary date and increased to the next higher step at that time.

(3) a position in the same classification, her/his salary and anniversary dates will remain unchanged.

21.3 Severance Pay

An employee with three (3) years of service may opt for severance unless an offer of alternative employment at the same or higher classification has been made or is pending. An employee electing to request severance pay and forego any remaining entitlement to redeployment and recall will notify the University of their choice at least one (1) month before the expiry of the lay-off notice. Once one-half (1/2) of the period of notice of lay-off has expired, the election to take severance pay will be irrevocable by either party without the mutual agreement of the parties. For employees with at least three (3) years seniority but less than ten (10) years seniority, severance pay will be two (2) weeks’ pay. For employees with at least ten (10) years seniority, severance pay will be one (1) week of pay for every one (1) year of full-time or prorated equivalent paid service since date of last hire by the University to a maximum of fifty-two (52) weeks when the period of notice is added to severance pay.

22.0 Complaints and Grievances

It is essential that complaints and grievances be raised openly and resolved as quickly as possible. In all instances, the first level of complaint is to one's immediate supervisor, thereafter to the department head. A reply will normally be given within five (5) working days at each level. If the matter is not resolved in this manner at the department head level, it should be referred to Human Resources for advice and assistance. The Director, Employee Experience, Human Resources, or a designate will confer with the parties. Again, the emphasis will be on informal resolution. If, however, the matter is not resolved within ten (10) working days, the nature of the disagreement should be stated in writing and referred to the Assistant Vice-President, Human Resources, who will confer with the parties involved and render a final decision on behalf of the
University, within a further ten (10) working days. In the event that complaint is raised internally within the Human Resources department, it will be referred to the Assistant Vice President, Financial Services.

23.0 Retirement

Notwithstanding any early retirement arrangements which may exist from time to time the normal retirement date for employees will be in accordance with the applicable pension plan.

Sick Leave or Pension and Group Benefit Plans will not necessarily apply to post-retirement staff.

24.0 Termination of Employment

Employees will be required to give the University a minimum of twenty-one (21) calendar day’s notice of resignation. The department head may waive this requirement. Such notice will be given in writing to the immediate supervisor with a copy to Human Resources.

A regular employee whose employment is terminated by the University for reasons other than wilful misconduct, disobedience or neglect of duty will be given three (3) weeks’ written notice of such termination. (See section on Probationary Employees for applicable notice period for probationary employees.)

25.0 No Discrimination

There will be no discrimination or harassment exercised or practiced with respect to any employee by reason of marital status, whether or not the Employee has children, familial relationship, race, creed, colour, sex, sexual orientation, gender identity, ethnic or national origin, physical or mental disability (providing the disability does not preclude the employee carrying out assigned duties), age (except as may be permitted by the Human Rights Act, Nova Scotia), religious or political affiliation or lack of affiliation, place of residence, union affiliation or involvement, or any other prohibited grounds as outlined in the Nova Scotia Human Rights Act.
26.0 Employee Records

Personnel files are those records pertaining to the employment of individuals as may be maintained by their departments and/or Human Resources.

All information contained in personnel files relating to disciplinary matters or to an employee's job performance, financial status or health will be considered confidential and will not be released without the express written consent of the employee involved, except as required by law or the internal administrative purposes of the University.

A copy of any disciplinary document to be placed in an employee's personnel file will be supplied concurrently to the employee.

An employee has the right to examine, upon appointment and during regular office hours, all documents in her/his personnel file, except for confidential references recorded or obtained during the employment process, which will be held confidential. On written request to the supervisor concerned, an employee may receive, at their own expense, copies of any documents to which they have the right of examination.
## Wage Rates

Effective July 1, 2021 – June 30, 2022

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### Pay Equity Classes

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<th>Step 2</th>
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</table>
Supplementary Unemployment Benefit (SUB) Plan

**PURPOSE:**
The purpose of the plan is to supplement Employment Insurance (EI) benefits paid during periods of pregnancy, adoption & parental leave.

**ADMINISTRATION:**
The University will administer the plan and, subject to the provisions contained herein, will be the only authority for determining eligibility for benefits under the plan.

**PLAN FUNDING:**
The University’s contribution to the SUB plan will be paid from operating funds. A separate accounting will be maintained on all SUB plan payments.

**ELIGIBILITY:**
Any employee, having been employed with the University for a minimum of twelve months, who is granted pregnancy, adoption, or parental leave consistent in timing and duration with the Labour Standards Code of Nova Scotia, will be eligible for benefits under the plan, provided the employee has registered at 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 and supplementary benefits as outlined herein.

**BENEFIT:**
The benefit payable by the University under the SUB plan is a weekly amount, which combined with the employment insurance benefit and any other earnings from employment, will equal 95% of the employee’s normal authorized prorated annual salary from service with the University at the commencement of the pregnancy leave. Benefits will be paid up to a maximum of fifteen consecutive weeks preceded by an unemployment insurance waiting period of two weeks. The employee will receive as the sum total of SUB payments and any other earnings, a maximum benefit equal to 95% of her normal university salary during the waiting period since unemployment insurance benefits will not be paid. 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 receipt 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 participating in 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 FOR BENEFITS:**

An employee may make application to the University for pregnancy, leave commencing at any time during a period of ten weeks immediately preceding the specified week of birth. Application should also be made at the same time to the Employment Insurance Commission so that the employment benefits may commence at the end of the two-week waiting period.

A claimant for benefits under this plan must sign an undertaking with the University on a prescribed form (see end of Appendix "B") providing that:

   (a) she will return to work on the working day immediately following the expiry date of her pregnancy leave, or any authorized extension thereof, and
   (b) she will remain in the employ of the University for at least seventeen (17) weeks following her return to work, and
   (c) should she fail to return to work as provided under (a) above the University at its option, may require her to repay the full amount of Supplementary Unemployment Benefits received during the entire period, and
(d) should she leave the University's employ before seventeen (17) weeks have elapsed as provided under (b) above the University at its option, may require her to repay a proportion of such benefits equal to that proportion of the seventeen (17) week period she has not worked.

**BENEFIT ADJUSTMENT:**

If the University determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the University to the employee.

**OTHER STAFF BENEFITS:**

A full-time or regular part-time employee will continue to participate in the group life insurance, long term disability insurance, pension plan and may continue the dental plan, voluntary group term life insurance, voluntary personal accident insurance and Blue Cross major medical plan. The employee's portion of the applicable premiums and pension contributions would be deducted from the Supplementary Unemployment Benefit payments made by the University up to a maximum of seventeen (17) weeks. Although eligibility for long term disability benefits is maintained, benefit payments will not be made during the term of the pregnancy leave.

**MODIFICATIONS:**

The University will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty days of the effective date of the change.
Supplementary Unemployment Benefit (SUB) Claim/Undertaking

TO: __________________________ (Department Head)
[Please print or type]

FROM: __________________________ (Claimant)
[Please print or type]

This will advise you that I am eligible for pregnancy, adoption, or parental leave and Supplementary Unemployment Benefits and hereby claim such leave and benefits for the period ________, 20___ to ________, 20___, inclusive.

In consideration of the foregoing, I hereby undertake:

(a) to return to work following conclusion of my leave, or any authorized extension thereof, and

(b) to remain in the employ of the University for a period of at least seventeen (17) weeks from that date.

If these two conditions are not met, I understand and agree that the Employer, at its option, may require me to repay, in the first instance.

(a) the full amount of Supplementary Unemployment Benefits received during the entire period of my leave, and in the second instance.

(b) a proportion of such benefits equal to that proportion of the seventeen (17) week period which I have not worked.

_________________________________  ____________________________
Claimant’s signature             Department Head’s signature

____________________________   ____________________________
Date of Claim                  Date of Approval

(Please attach original approved copy of this form to appropriate Employee Payroll Information Profile.)
Appendix A

From: Sundari Pashupathinathan <sundari.pashupathi@Dal.Ca>
Sent: November 5, 2020 8:26 AM
To: Sandra White <Sandra.White@Dal.Ca>
Cc: Susan Whitman <Susan.Whitman@Dal.Ca>; Chris Hattie <chris.hattie@dal.ca>; Employee Relations Email <employee.relations@Dal.Ca>; Joshua Littlechilds <js764440@dal.ca>
Subject: CCS handbook : vacation update

Hi Sandra,

Thanks for meeting with me to discuss the above noted.

As discussed, this email is to confirm that as the only employee in the CCS group of employees who is on the old system of vacation accrual - accruing one year and taking the follow year, you are amenable to the request of removing reference to this system of vacation accrual from the CCS handbook for ease of interpretation.

This email also confirms that you will continue to be on the old system of vacation accrual even though the CCS Handbook will not have any reference to it moving forward. By copy of this email, your supervisor (Susan) is being notified of the same and so is AOR through Josh so that you continue to accrue vacation the same way as before.

Please let me know if you have follow-up questions or concerns.

Best,
Sundari

Sundari Pashupathi | Manager, Employee Relations | Human Resources | Room 21, Henry Hicks Building, Halifax | Phone: (902)494-1139; Mobile: (902)877-6961 | dal.ca/hr
Hi Marina,

As discussed, this email is to confirm that as an employee in the CCS group of employees who is on the old system of vacation accrual - accruing one year and taking the follow year – you will make Renee LeBlanc aware that as part of the CCS Handbook updates, reference to this old system of vacation accrual is being removed from the Handbook for ease of interpretation.

This email also confirms that Renee will continue to be on the old system of vacation accrual even though the CCS Handbook will not have any reference to it moving forward. By copy of this email, DASM is being notified of the same so that there is no change to her vacation accrual.

Please let me know if you have follow-up questions or concerns.

Thank you,
Lisa

Lisa Morrison, CPHR
HR Consultant, Employee Relations
lisa.morrison@dal.ca
902.494.7561

HUMAN RESOURCES DEPARTMENT
21 Henry Hicks Building, 6299 South Street, PO Box 15000, Halifax, NS, Canada

DALHOUSIE UNIVERSITY
www.dal.ca/hr