

# **Fifth Collective Agreement**

**between**

**Nova Scotia Community College**

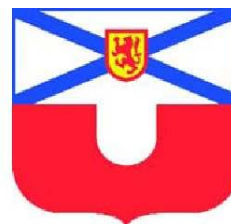
**and**

**Nova Scotia Teachers Union**

## **Professional Support**

**Term of Agreement: September 1, 2011 – August 31, 2014**

**Date of Signing: June 26, 2013**



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# Preamble

Whereas the Nova Scotia Community College is a post-secondary institution and is responsible for enhancing the economic and social well-being of Nova Scotia by meeting the occupational training requirements of the population and the labour market of the Province by offering education and training and related services for full- and part-time students;

And

Whereas the College is committed to becoming a Learning-Centered College, its objective is to provide the most learning-centered experience possible for students;

And

Whereas it is the desire of both parties of this Collective Agreement to:

- (a) promote the well-being of Employees and students so that the people of Nova Scotia will be well and efficiently served;
- (b) maintain harmonious relationships among the College, the Union and Employees;
- (c) settle terms and conditions of employment among the College, the Union, and Employees;
- (d) create an environment which values and respects all College staff, students and clients; and
- (e) recognize the value of joint discussion without diminishing any contractual procedures or rights contained within this Collective Agreement;

Therefore, the parties agree as follows:

# Administration of Agreement

## Article 1: Definitions

In this Collective Agreement:

**Assignment** means the assigned instructional and related duties of an Employee, as determined by the College.

**Campus** means an organizational unit necessary to provide administrative structure for the supervision of instructional programs and services. For administrative purposes, an Employee shall be assigned to a specific campus. For the purposes of this Collective Agreement, the Central Office of the College shall be designated as a separate campus.

**Casual Person** means any person hired to work nine (9) or fewer working hours per week and/or four (4) or fewer consecutive weeks annually. Casual persons are not covered by the terms of this Collective Agreement.

**College** means the Nova Scotia Community College, a Body Corporate, established pursuant to the *Community Colleges Act*. The College is the Employer.

**Community College Education Diploma Program (CCEDP)** means the College's mandatory educational development program of which Employees must complete required courses as a pre-requisite for consideration for appointment to regular status.

**Day** means any twenty-four (24) hour period beginning at midnight, including Saturdays, Sundays and holidays.

**Employee** means a person in the bargaining unit covered by this Collective Agreement.

**Employee Secondment** means an assignment of up to thirty-six (36) months in another organizational unit of the College or with an organization external to the College, where the Employee may be performing duties of a comparable or different nature to those of the Employee's position.

**Exchange** means an arrangement, approved by the College, whereby an Employee exchanges assignments with another Employee or other person employed by the College or a person employed by an external organization for a period not greater than thirty-six (36) months.

**External Secondment** means a temporary assignment of a person external to the bargaining unit to a bargaining unit position for a period not greater than thirty-six (36) months.

**Immediate Supervisor** means a person, designated by the College, in a non-bargaining unit position to whom the Employee reports.

**Leave of Absence** means a period during which an Employee is absent from work with the College's approval.

**Program** means a course or group of courses that leads to the granting of a College or campus credential.

**Province** means the Province of Nova Scotia.

**Temporary Reassignment** means an assignment in the bargaining unit created by and for the College for a defined and specific purpose and for a specific period of time for up to thirty-six (36) months.

**Union** means the Nova Scotia Teachers Union.

**Working Day or Work Day** means any scheduled day during which an Employee is assigned to perform duties by the College. Unless otherwise specified in this Collective Agreement, a scheduled day shall be within the period inclusive of the days Monday through Friday each week.

**Working Hour** means an hour during which the College has scheduled an Employee to perform assigned duties.

**Work Year** means the academic year.

## **Article 2: Recognition**

### **Exclusive Bargaining Agent**

- 2.1 The College recognizes the Nova Scotia Teachers Union as the exclusive bargaining agent for the Professional Support Bargaining Unit.

### **Bargaining Unit Exclusions**

- 2.2 The Professional Support Bargaining Unit comprises all Professional Support Employees employed by the College. Professional Support Employees are employed primarily as non-managerial professionals whose key responsibilities involve providing educational support services of a non-instructional nature to students and/or staff. A Professional Support Employee may perform some tasks associated with management functions such as development of policy, budget preparation and administration, procuring materials, planning job priorities, assigning and coordinating work, participating in the selection process for hiring staff, and participating in the performance review process.

### **Bargaining Unit Exclusions**

- 2.3 The Professional Support Bargaining Unit shall exclude the following:
- (a) persons holding positions of President, Vice President, Principal, Dean, or Academic Chair;
  - (b) persons holding the positions of Manager, Director, or any other position provided such positions meet the criteria for bargaining unit exclusion as set out in paragraph (a) of subsection (2) of Section 2 of the *Trade Union Act*. RS, c.475, s.1.;
  - (c) persons employed on a casual basis;
  - (d) persons on secondment or exchange from an organization external to the College;

- (e) persons employed by the College whose primary responsibilities are managerial in nature but who perform bargaining unit work on an occasional basis to:
  - (i) meet operational requirements in emergency circumstances or in peak periods; or
  - (ii) enable bargaining unit members to participate in learning activities or meetings off-site.

## **Article 3: Application**

### **Parties Bound**

- 3.1 This Collective Agreement applies to and is binding upon the Union, the Employees, and the College. Those bound by this Collective Agreement shall carry out in a reasonable manner the provisions of the Agreement.

## **Article 4: College's Responsibilities**

- 4.1 The management and direction of all Employees and operations are vested exclusively in the College. All the functions, rights, power and authority which the College has not specifically abridged, deleted or modified by the written, specific provisions of this Collective Agreement or by amendments to this Collective Agreement made in accordance with clause 43.1 are recognized by the Union as being retained by the College.
- 4.2 The responsibilities of the College include, but are not limited to, the following:
- (a) to hire, assign, promote, demote, transfer, evaluate, direct, lay off, discipline or terminate the employment of Employees;
  - (b) to plan and control all aspects of programs and services;
  - (c) to establish and determine positions and vacancies, evaluate jobs, classify positions, establish qualification requirements of Employees and specify Employees' duties;
  - (d) to change existing facilities;
  - (e) to enforce such operational requirements as stipulated by legislation or regulation.
- 4.3 It is agreed that the exercise of the responsibilities of the College is subject to the provisions of this Collective Agreement and that the College shall not in the discharge thereof act in a manner contrary to any said provision.

## **Article 5: Joint Responsibilities**

### **No Strike or Lockout**

- 5.1 The College shall not cause a lockout nor shall Employees strike during the term of this Collective Agreement.

- (a) Lockout includes the closing of a place of employment, a suspension of work or a refusal by the College to continue to employ a number of its Employees for the purpose of compelling Employees, or of aiding another employer to compel its Employees, to agree to terms or conditions of employment.
- (b) Strike includes a cessation of work or refusal to work or continue to work by Employees - in combination, concert, or accordance with a common understanding - for the purpose of compelling the College to agree to terms or conditions of employment or to aid persons employed by other employers to agree to terms or conditions of employment.

#### **No Sanction of Strike**

- 5.2 The Union shall not sanction, encourage, or support a strike by its members during the term of this Collective Agreement.

#### **Commitments Via Written Letter**

- 5.3 The College and the Union shall respect the commitments made through the exchange of written letters during the collective bargaining process for this Collective Agreement.

### **Article 6: Existing or Future Legislation**

- 6.1 In the event that any provision of this Collective Agreement conflicts with any provision of the *Community Colleges Act* or any other enactment, the provision of the *Community Colleges Act* or other enactment shall prevail.
- 6.2 Neither the Union nor the College shall request the Governor-in-Council or the Minister responsible for the College to make changes to the Regulations pursuant to the *Community Colleges Act* which would have the result of nullifying or restricting the provisions of this Collective Agreement without notifying the other party.
- 6.3 In the event that any law passed by the Legislature of the Province or any regulation made pursuant to the *Community Colleges Act* renders null and void any provision of this Collective Agreement, the remaining provisions of this Collective Agreement shall remain in effect for the term of the Collective Agreement. The parties agree to attempt to negotiate a mutually acceptable alternative that is not inconsistent with the intent of the law or regulation for the provision which has been rendered null and void.
- 6.4 Where any law directly applies to Employees covered by this Collective Agreement and results in greater rights or benefits than those contained in this Collective Agreement, such rights and benefits shall, at the request of either party, form part of this Collective Agreement and shall automatically accrue to the benefit of Employees covered by this Collective Agreement.

### **Article 7: Harassment and Discrimination**

#### **No Discrimination**

- 7.1 Neither the College nor any person acting on behalf of the College shall refuse to employ or discontinue employment of any Employee, or otherwise discriminate against any Employee in regard



to employment or any term or condition of employment, because the Employee is or was a member of the Union or is or was exercising any right under this Collective Agreement or the *Trade Union Act. R.S., c.475, s.1.*

- 7.2 Neither the College nor the Union nor any person acting on behalf of either party shall discriminate against any Employee as specified under the *Nova Scotia Human Rights Act. R.S., c.214, s.1.*

#### **Policy and Procedures**

- 7.3 The College shall establish and maintain a policy and procedures on harassment and discrimination.
- 7.4 The procedures shall include the process for handling complaints and investigations.
- 7.5 The College shall be responsible for communicating the Harassment and Discrimination Policy and Procedures to its Employees and the Union. Any changes to the Policy or procedures shall include consultation with the Union prior to implementation.

#### **Investigation and Discipline**

- 7.6 Should an Employee be the complainant or respondent in an investigation, the Employee shall have the right to have Union representation at all meetings involving the Employee. At the conclusion of an investigation, an Employee shall have the right to grieve any disciplinary action imposed by the College in accordance with *Article 11: Complaint, Grievance and Arbitration Procedure.*

### **Article 8: Union Information**

#### **Bulletin Boards**

- 8.1 The College shall designate bulletin board space for the posting of Union notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.

#### **Union Literature**

- 8.2 The College shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

### **Article 9: College-Union Committee**

#### **Purpose**

- 9.1 A College-Union Committee shall be established consisting of up to two (2) Employee representatives from the Union and up to two (2) representatives from the College one of whom shall be the Vice President (Academic). If the Vice President (Academic) is unable to attend, a person who reports directly to the Vice President (Academic) shall be the replacement. Either party may have the assistance of a representative at any meeting. The mandate of the Committee is to:
- (a) facilitate communications between the College and the Union during the duration of this Collective Agreement;
  - (b) identify and resolve common problems during the duration of this Collective Agreement.

**Mandate**

- 9.2 The College-Union Committee shall not have jurisdiction over salaries or any matter of collective bargaining, including the administration of this Collective Agreement. The College-Union Committee shall not supersede the activities of any other committee of the College or of the Union and does not have the power to bind either the College or the Union or its members to any decisions or conclusions reached in its discussions. This Committee may make recommendations to the College and the Union with respect to its discussions and conclusions.

**Meetings**

- 9.3 The College-Union Committee shall meet at a mutually agreeable date and time. Unless otherwise mutually agreed, there shall be a minimum of three (3) meetings per year. These meetings shall normally be held during working hours. Matters for the proposed agenda to be discussed at any meeting shall be exchanged by the parties at least three (3) working days prior to the meeting.

**Release from Duty**

- 9.4 Employees on the College-Union Committee may be released from duty without loss of pay for the purpose of attending meetings of this committee. Such leaves of absence shall not be unreasonably withheld recognizing, however, the need for efficiency of operations of the College.

**Expenses**

- 9.5 Travel, meal and accommodation expenses for the Union representatives shall be paid by the Union. The College shall reimburse the Union for fifty percent (50%) of the travel, meal and accommodation costs incurred for the two (2) Professional Support representatives. Reimbursement of travel and meal expenses shall be in accordance with College policy.

**Minutes**

- 9.6 Two (2) copies of the minutes of each meeting of the College-Union Committee [one (1) for each party] shall be prepared and distributed to the Committee as promptly as possible after the meeting. The College shall post approved minutes on the College's ourNSCC within five (5) working days following the next meeting of the Committee.

**Article 10: Printing and Distribution of Collective Agreement****Copies of Agreement**

- 10.1 The College shall provide an electronic copy of the Professional Support Collective Agreement on ourNSCC, the College website for staff.
- 10.2 The College shall provide the link to the electronic copy of the Collective Agreement to each new Employee upon commencement of employment.
- 10.3 The College shall provide a reasonable number of copies of this Collective Agreement to the Union.
- 10.4 The College shall also provide a hard copy of this Collective Agreement to any Employee who so requests prior to the printing.

## **Article 11: Complaint, Grievance, and Arbitration Procedure**

### **Purpose**

- 11.1 (a) The College, the Union and Employees recognize the desirability of prompt resolution of complaints and grievances through an orderly process without stoppage of work or refusal to perform work. The process comprises three sequential stages: complaint, grievance and arbitration. Except as provided in this article, the complaint stage is a prerequisite for proceeding to the grievance stage. The grievance stage is a prerequisite for proceeding to the arbitration stage.
- (b) Notwithstanding clause 11.1 (a), in extraordinary circumstances and subject to the approval of the grievor, the parties may agree to bypass an internal step or proceed directly to the arbitration stage.

### **Complaint Stage**

- 11.2 For the purpose of reaching a solution through an informal process, an Employee who feels unjustly treated by any action or lack of action by the College - including matters that meet the definition of a grievance in clause 11.4 - shall first discuss that complaint with the Employee's immediate supervisor. This shall be done not later than twenty-one (21) days after the circumstances giving rise to the complaint have occurred or of the date the matter has, or ought reasonably to have, come to the attention of the Employee. The Employee may have a Union representative present if so desired by the Employee. The immediate supervisor's response to the complaint shall be given not later than fourteen (14) days after the discussion with the Employee.

### **Grievance Stage**

- 11.3 The following may initiate a grievance:

- (a) an Employee on the Employee's own behalf or on behalf of the Employee and one or more other Employees (in the latter case, all Employees on whose behalf the grievance is submitted shall affix their signatures to the written grievance);
- (b) the Union;
- (c) the College;

and, in so doing, shall be referred to as a "grievor".

### **Definition of Grievance**

- 11.4 A grievance is defined as a dispute in writing concerning the application, interpretation, or alleged violation of an article or articles of this Collective Agreement. A grievance shall be submitted in writing and shall include a description stating the nature of the grievance and the article(s) of this Collective Agreement that have allegedly been violated together with the redress requested. The grievance shall be signed by the grievor and may be clarified by the grievor providing the substance of the grievance is not changed. The reasons supporting the grievance shall be set out in the grievance. Additional reasons or article(s) of this Collective Agreement that have allegedly been violated that become known to the grievor subsequent to the submission of the grievance may be added to the grievance at the time they become known to the grievor by notifying the respondent in writing at that time. The redress stated in the grievance shall not limit the resolution that can be

sought by the grievor. The lack of specificity of the reasons shall not, in itself, be cause for disallowing a grievance. In the case of an Employee initiated grievance, the Union may act on behalf of the Employee at step one of the grievance including signing the grievance when authorized by the grievor.

### ***Withdrawal of Grievance***

- 11.5 A grievor may withdraw a grievance at any step of the grievance/arbitration process by giving written notice to the respondent. The respondent to an Employee-initiated or Union-initiated Grievance is the College. The respondent to a College-initiated grievance is the Union.

### ***Grievance Deemed Abandoned***

- 11.6 If a grievor fails to initiate or process a grievance within the time limits prescribed in this article, the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance and arbitration procedures under this Collective Agreement shall be at an end. If the respondent fails to reply to a grievance within the prescribed time limits, the grievance may be processed to the next step. The parties may, by agreement in writing, extend the time limits, providing such extension is requested prior to the expiry of the time allowed.

### ***Grievance: Employee-Initiated***

#### ***Grievances Not Concerning Suspension, Discharge From Employment, or Lay-off***

##### ***Step 1***

- 11.7 (a) If an issue is not resolved satisfactorily at the complaint stage and the complaint meets the definition of a grievance stipulated in clause 11.4, the Employee shall submit the grievance in writing along with the redress requested to the Senior Human Resource Person of the College within forty-two (42) days after the circumstances giving rise to the complaint have occurred or of the date the matter has, or ought reasonably to have, come to the attention of the Employee.
- (b) A person designated by the College to hear an Employee grievance shall arrange to meet with the Union within the next fourteen (14) days at a time agreeable to both the College and the Union. The Employee may have a Union representative present if so desired by the Employee. Within fourteen (14) days of such meeting, the College shall forward a written decision to the Employee and the Union. If the grievance is denied, the response shall include the reasons for the decision. Additional reasons that become known to the College subsequent to the response to the grievance may be added to the response at the time they become known to the College by notifying the Employee and the Union in writing at that time.

##### ***Step 2***

- 11.8 (a) If a grievance is not resolved satisfactorily at step one of the grievance stage, the Union, with the agreement of the Employee, may submit the grievance in writing along with the redress requested to the Senior Human Resource Person of the College within fourteen (14) days of the receipt of the decision at step one of the grievance stage.
- (b) (i) A person (other than the person designated in step 1) designated by the College to hear an Employee grievance at step two of the grievance stage shall arrange to meet with the Union within the next fourteen (14) days at a time agreeable to both the College and the Union. Within fourteen (14) days of such meeting, the College shall

forward a written decision to the Union. If the grievance is denied, the response shall include the reasons for the decision. Additional reasons that become known to the College subsequent to the response to the grievance may be added at the time they become known to the College by notifying the Union in writing at that time.

- (ii) The Union may, at its discretion, have the Employee present at the meeting described in clause 11.8(b)(i).
- (c) The timeframe for filing a complaint in accordance with clause 11.2 or grievance in accordance with clause 11.7 shall be extended to compensate for any absence by the Employee approved by the College, if so requested by the Employee.

*Grievances Involving Suspension, Discharge from Employment or Lay-off*

- 11.9 (a) An Employee who wishes to grieve the Employee's suspension, discharge from employment or lay-off may submit a grievance in writing to the Senior Human Resource Person of the College not later than seven (7) days after receiving the suspension or discharge from employment in accordance with clause 30.9 or notice of lay-off. The grievance shall include the redress requested.
- (b) A person designated by the College to hear an Employee grievance involving suspension or discharge from employment shall arrange to meet with the Employee within seven (7) days of receipt of the grievance, at a time agreeable to both the College and the Employee. The Employee may have a Union representative present if so desired by the Employee. The College shall be given three (3) days notice prior to the scheduled meeting if Counsel for the Union is to be present. Within seven (7) days of this meeting, the College shall, in writing:
  - (i) uphold, vary or revoke the suspension or discharge and shall forward the response to the Employee and the Union. Where a suspension or discharge is revoked by the College, it shall be deemed not to have taken place;
  - (ii) uphold, delay or rescind the lay-off and shall forward the response to the Employee and the Union. Where a lay-off is rescinded by the College, it shall be deemed not to have taken place.

***Grievance: Union-Initiated***

*Matters Grievable*

- 11.10 The Union shall have the right to file a grievance based upon a difference with the College concerning the interpretation, application, administration or alleged contravention of an article or articles of this Collective Agreement. Union-initiated grievances shall include:
  - (a) grievances involving:
    - (i) *Article 2: Recognition;*
    - (ii) *Article 3: Application;*
    - (iii) *Article 13: Appointment and Termination of Employment;*
    - (iv) *Article 14: Position Categories;*
    - (v) *Article 15: Status of Employee;*
    - (vi) *Article 37: Union Leave;*

- (vii) *Article 38: Leave for Union President;*
- (viii) *Article 39: Retirement;*
- (ix) *Clauses 22.1 and 22.2 of Article 22: Professional Support Classification and Salary Plan; or*
- (b) group grievances. A group grievance is one that is submitted on behalf of more than one Employee; or
- (c) policy grievances. A policy grievance is one that raises issues of an interpretative nature which may have future ramifications on the bargaining unit or on the interpretation of an article(s) of this Collective Agreement. A policy grievance does not pertain specifically to one Employee.

Except as provided in clause 11.10 (a) and (b), Union-initiated grievances shall not include any matter upon which an Employee would be personally entitled to grieve, except for grievances on behalf of more than one Employee.

#### *Timeframes*

- 11.11 The Union shall, within twenty-eight (28) days of knowledge of the facts which give rise to the alleged grievance, submit the grievance in writing to the Senior Human Resource Person of the College. A person designated by the College to hear Union grievances shall arrange to meet with the designate of the Union within the next fourteen (14) days, at a time which is agreeable to both the Union and the College. Within fourteen (14) days of this meeting, the College shall forward a written decision to the Union. If the grievance is denied, the response shall include the reasons for the decision. Additional reasons that become known to the College subsequent to the response to the grievance may be added at the time they become known to the College by notifying the Union in writing at that time.

#### ***Grievance: College-Initiated***

##### *Matters Grievable*

- 11.12 The College shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of this Collective Agreement.

#### *Timeframes*

- 11.13 The College shall, within twenty-eight (28) days of knowledge of the facts which give rise to the alleged grievance, submit the grievance in writing to the Union, who shall arrange for its designate to meet with the designate of the College within the next fourteen (14) days, at a time which is agreeable to both the Union and the College. Within fourteen (14) days of such meeting, the Union shall forward a written decision to the College. If the grievance is denied, the response shall include the reasons for the decision. Additional reasons that become known to the Union subsequent to the response to the grievance may be added at the time they become known to the Union by notifying the College in writing at that time.

#### **Arbitration Stage**

##### ***Matters Arbitrable***

- 11.14 Only the Union or the College may initiate the arbitration process. Only those matters set forth below may be submitted to arbitration:

- (a) grievances concerning the application, interpretation or alleged violation of an article or articles of this Collective Agreement;
- (b) grievances concerning discipline of an Employee.

**Notice**

11.15 Either of the parties may notify the other party in writing of its desire to submit a matter defined in clause 11.14 to arbitration, not later than twenty-eight (28) days from the receipt of the decision provided in accordance with clause 11.8 (b), 11.9 (b), 11.11 or 11.13. Such notification, when initiated by the Union, shall be made directly to the President of the College. Such notification, when initiated by the College, shall be made directly to the President of the Union.

**Arbitrator**

11.16 The arbitration of grievances shall be by an Arbitrator, and the provisions noted in (a), (b) and (c) below shall apply:

- (a) The parties shall attempt to reach agreement on the selection of an Arbitrator not later than fourteen (14) days after the receipt of the notice.
- (b) If the parties are unable to agree upon an Arbitrator within fourteen (14) days, the appointment shall be made by the Minister responsible for the *Trade Union Act* upon request of either party.
- (c) Within twenty-eight (28) days of an Arbitrator being appointed, the Parties shall confer and set arbitration dates.

**Arbitration Proceedings**

- 11.17 Where a matter is submitted to arbitration, the Arbitrator shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an Arbitration Award.
- 11.18 Every effort should be made by the College and the Union to share information relating to the arbitration case in a reasonable and timely manner prior to the arbitration hearing.
- 11.19 If either party is going to raise preliminary objections as to the arbitrability of the matter(s) being submitted to arbitration, notice shall be given in writing to the other party at least forty-eight (48) hours prior to the commencement of the hearing.
- 11.20 The Arbitrator shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any Employee or Employees affected by it.
- 11.21 The Arbitrator may summon it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitrator deems requisite to the full investigation and consideration of the matters referred to the Arbitrator.
- 11.22 The Parties may jointly request the Arbitrator to submit a report on the findings and the Arbitration Award to the Parties within a specified period of time.

- 11.23 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 11.24 The Arbitrator shall not have the power to add to, subtract from, modify or alter in any way the provisions of this Collective Agreement.
- 11.25 The decision of the Arbitrator shall be expressly confined to the issue contained in the grievance submitted to the Arbitrator, and the Arbitrator shall have no authority to make a decision and/or recommendation on any other issue not so submitted.
- 11.26 Except as provided in clause 13.12, where the Arbitrator determines that an Employee has had employment terminated or has been otherwise disciplined by the College for just cause, the Arbitrator may substitute such other penalty or remedy in lieu of the termination or the disciplinary action as the Arbitrator deems just and reasonable under the circumstances.

#### **Arbitration Expenses**

- 11.27 The expenses incurred by and in respect of an Arbitrator that are not otherwise covered by the Department responsible for *Trade Union Act* shall be shared equally between the College and the Union, except as follows:
- (a) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitrator on behalf of that party.
  - (b) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitrator.

## **Staffing**

### **Article 12: Workplace Diversity**

#### **Parties Promote Diversity**

- 12.1 The parties agree to promote workplace diversity and shall, where appropriate, work together to:
- (a) facilitate the implementation of employment systems, policies and practices that are inclusive and non-discriminatory in nature and effect and which are consistent with the terms and conditions of this Collective Agreement; and
  - (b) facilitate the collection and analysis of data on the current representation and distribution of African-Nova Scotians, aboriginal peoples, other racially visible persons, persons with disabilities, and women.
- 12.2 The College shall cultivate diversity by implementing proactive initiatives in order to increase the representation of designated group members at the College.

#### **Designated Competitions**

- 12.3 (a) The College may designate competitions for vacant positions in the bargaining unit for members of diverse groups identified in clause 12.1 (b). This preference shall apply to



women in teaching assignments in which women have been traditionally under-represented at the College.

- (b) The designated competitions shall apply only to newly created positions or positions that are not currently occupied by an Employee with term status.
- (c) The College shall advise the Union prior to posting a designated competition.

## **Article 13: Appointment and Termination of Employment**

### **Appointments**

#### ***Selection Criteria***

- 13.1 Selection criteria for positions shall be established in a manner that enables the College to provide quality programs and services to its clients. All appointments shall therefore be based upon the College's assessment of the following criteria:
- (a) skills and knowledge;
  - (b) relevant occupational experience and employment;
  - (c) experience in delivery of adult educational services;
  - (d) education and qualifications; and
  - (e) where applicable, other bona fide relevant operational requirements.
- 13.2 The College shall advise the Union at the time of posting when other relevant operational requirements are included in the selection criteria in accordance with clause 13.1 (e). When requested in writing by the Union, the College shall provide in writing the reason(s) for the inclusion of these operational requirements.

#### ***Appointment Letter***

- 13.3 Upon appointment, an Employee shall be provided with a letter stating the Employee's employment status and classification.

#### ***Vacancies to be Posted***

- 13.4 Except as provided in *Article 26: Position Reductions, Lay-off and Reinstatement* and clause 15.15, where the College determines that an existing or new position in the bargaining unit is vacant and the vacancy needs to be filled, the College shall post the vacancy at each campus and shall forward such postings to the Union.

#### ***Preference in Filling Vacancies***

##### ***Employees on Reinstatement List***

- 13.5 (a) Except as provided in clause 26.4 (k), where an Employee whose name is on the Reinstatement List applies for a posted vacancy and is qualified for the vacancy through the application of the criteria specified in clause 13.1, the College shall appoint the Employee to the position.

- (b) Where two or more Employees whose names are on the Reinstatement List apply for and are qualified for a posted vacancy, the College shall appoint the Employee with the greatest seniority.
- (c) The College shall not grant an extension to a term appointment beyond the current academic year until such positions have been made available first to Employees who are subject to the layoff procedures pursuant to *Article 26: Position Reductions, Layoff, and Reinstatement* and second to Employees on the Reinstatement List.

#### *Other Applicants*

13.6 Where the application of clause 13.5 does not result in a vacancy being filled and where the applicants ranked highest to fill a vacancy in the bargaining unit are qualified and are of relatively equal merit (as determined by the application of the criteria specified in clause 13.1), preference in filling that vacancy shall be given in the following order:

- (a) Employees with regular status;
- (b) Employees with probationary status;
- (c) to Employees with term status; preference for term Employees shall continue for eighteen (18) weeks after completion of the term appointment;
- (d) to a member of one of the following designated groups: African Nova Scotians and other members of the visible minority community; Aboriginal peoples; persons with disabilities, and women. This subsection only applies to women when the vacancy in question is an occupation in which women have been traditionally under-represented at the College;
- (e) to other persons employed by the College;
- (f) to other qualified persons.

#### **Relatively Equal Merit**

13.7 The parties agree that candidates are of relatively equal merit when the aggregate scores of the candidates, as determined by the College through the application of the criteria specified in clause 13.1, are within eight percent (8%) of each other. No applicant will have advanced standing or points prior to the interview.

#### **Termination of Employment**

##### ***Employment Terminated***

13.8 Employment shall be terminated, and seniority (where applicable) shall be lost in accordance with clause 25.16, and there shall be no obligation to rehire where an Employee:

- (a) resigns in writing;
- (b) resigns in writing and is in receipt of a pension under the *Teachers Pension Act* or the *Public Service Superannuation Act*;
- (c) has employment terminated in accordance with clause 13.10, 13.11, or 13.12;

- (d) is discharged from employment and is not reinstated through the grievance or arbitration procedure;
- (e) is laid off for a period in excess of forty-two (42) months;
- (f) is laid off and waives recall rights in accordance with clauses 26.3 or 26.7 (b);
- (g) abandons the Employee's position and is deemed to have resigned in accordance with clause 13.15.

13.9 Notwithstanding clause 13.8 (b), an Employee may be re-employed in accordance with the provisions of clause 39.2 or *Article 40: Re-Employment Following Early Retirement*.

***Employees with Probationary, Term or Auxiliary Status***

13.10 Except as provided in clause 15.5, the College shall terminate the employment of a probationary full- or part-time Employee who has not met, by the end of the probationary period, the criteria noted in clause 15.10(b) and (c).

13.11 The College may terminate the employment of a probationary full- or part-time Employee, a term full- or part-time Employee or an auxiliary Employee by giving notice, or pay in lieu of notice, in accordance with the following timeframes:

- (a) during the first twelve (12) months from the date of appointment as a probationary or term full- or part-time Employee or auxiliary Employee: four (4) weeks;
- (b) following twelve (12) months from the date of appointment as a probationary or term full- or part-time Employee or auxiliary Employee: eight (8) weeks.

When requested by the Employee, the College shall provide, in writing, reasons for the termination to the Employee.

13.12 The decision of the College to terminate the employment of a probationary full- or part-time Employee, a term full- or part-time Employee or an auxiliary Employee in accordance with clause 13.11 shall be deemed to be for just cause, and no arbitrator shall have the right to substitute any other penalty. The decision of the College shall not be arbitrary or in bad faith.

13.13 The initial letter of appointment to a term full- or part-time position or, where applicable, an auxiliary position shall include the anticipated end date of the appointment. No further notice of termination of employment is required.

***Discharge for Just Cause***

13.14 The College may discharge, at any time, an Employee from employment for just cause.

***Abandonment of Position***

13.15 An Employee shall be deemed to have resigned where that Employee:

- (a) is absent from the Employee's normal work location without written approval for twenty-two (22) or more consecutive working days; or

- (b) fails to return to work at the completion or termination of any leave of absence, and continues to be absent from the Employee's normal work location for a period of twenty-two (22) or more consecutive working days after the scheduled date of return to work, except for reasons beyond the control of the Employee; or
- (c) utilizes a paid leave of absence of twenty-two (22) or more consecutive working days or an education leave for a purpose other than that for which the leave was approved in writing; or
- (d) fails to return to work in accordance with a written notice of reappointment, and continues to be absent from the Employee's normal work location for a period of twenty-two (22) consecutive working days or more after the scheduled date of return to work, except for reasons beyond the control of the Employee.

### **Resignation**

13.16 An Employee who resigns shall provide written notice to the College in accordance with the following:

- (a) during the first twelve (12) months following the Employee's appointment: four (4) weeks;
- (b) following twelve (12) months from the date of appointment: six (6) weeks.

13.17 Except where otherwise agreed in writing between the Employee and the College, an Employee who fails to provide written notice in accordance with clause 13.16 shall have deducted, from monies owed the Employee by the College, a sum equivalent to the salary payable to the Employee for the period of notice which the Employee has failed to work.

13.18 The College shall advise the Union, on a monthly basis, of the appointment, cancellation of appointment, or termination of employment of any Employee.

### **Employee Appointed to Management Role**

13.19 Where an Employee is appointed to a management role in the College and the Employee requests a leave of absence for a period equivalent to the length of the probationary period for the management position, the College shall grant the leave of absence, and during the leave:

- (a) The Employee shall maintain the right to be reinstated to the continuing or recurring position held immediately prior to commencing the management position.
- (b) If the Employee wishes to return to the position held immediately prior to the long-term personal leave, and the position no longer exists, the Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

## **Article 14: Position Categories**

### **Principles**

14.1 Positions in the bargaining unit shall be established in a manner that enables the College to provide quality programs and services to its clients and shall be in accordance with the following principles:

- (a) Subject to operational requirements, the College shall give preference to establishing and maintaining continuing full-time [fifty-two (52) week] positions.
- (b) Where the College establishes a new or substantially altered position covered by this Collective Agreement, the College shall assign the position to a category in accordance with clause 14.2 and notify the Union accordingly. Where the Union does not agree with the position category, the parties will discuss the matter. If agreement is not reached, the matter shall be referred as a union-initiated grievance in accordance with clause 11.10.
- (c) Where the College establishes a recurring full-time position, the College shall inform the Union. When requested in writing by the Union, the College shall provide reasons supporting such decision.
- (d) The College shall not reduce the working week or duration of the working year of a person hired as a probationary or regular full-time Employee prior to August 1, 1998, except as provided in *Article 26: Position Reductions, Lay-off, and Reinstatement*.

### **Bargaining Unit Position Categories**

14.2 Positions shall be categorized according to the duration of the position and by the duration of the working week as follows:

|                                 | <b>Duration of Position</b>   |  |   |   |
|---------------------------------|-------------------------------|--|---|---|
| <b>Work Week</b>                | 52 weeks annually             | ≥ 32 weeks annually                          | ≥ 16 consecutive weeks annually but ≤ 36 consecutive months | > 4 consecutive weeks but < 16 consecutive weeks annually |
| Full-Time                       | Continuing Full-Time Position | Recurring Full-Time Position (≥ 32 but ≤ 42) | Term Full-Time Position                                     | Auxiliary Position  |
| < Full-time but ≥ 18 hrs. /week | <b>NA</b>                     | Recurring Part-Time Position                 | Term Part-Time Position                                     | Auxiliary Position  |
| < 18 but > 9 hrs. /week         | <b>NA</b>                     | Auxiliary Position                           | Auxiliary Position  | Auxiliary Position  |

- (a) **Continuing Full-Time Position** means a position in which:
  - (i) the duties are of a continuing nature; and
  - (ii) the incumbent is assigned full-time professional support responsibilities; and
  - (iii) the period worked is fifty-two (52) weeks annually.

No continuing full-time position shall be for a period of fewer than fifty-two (52) weeks, inclusive of vacation, annually.

- (b) **Recurring Full-Time Position** means a position in which:
- (i) the duties are of a recurring nature from year to year; and
  - (ii) the incumbent is assigned full-time professional support responsibilities; and
  - (iii) the period worked is not fewer than thirty-two (32) weeks but not more than forty-two (42) weeks, inclusive of vacation, annually.

For greater certainty, the annual duration of a recurring full-time position shall not exceed forty-two (42) weeks, inclusive of vacation, annually.

- (c) **Recurring Part-Time Position** means a position in which:
- (i) the duties are of a recurring nature from year to year; and
  - (ii) the incumbent is assigned professional support responsibilities of not fewer than eighteen (18) hours per week but fewer than full-time; and
  - (iii) the period worked is not fewer than thirty-two weeks but not more than forty-two (42) weeks, inclusive of vacation, annually.

For greater certainty, the annual duration of a recurring part-time position, shall not exceed forty-two (42) weeks, inclusive of vacation.

- (d) **Term Full-Time Position** means a position which does not meet the requirements for a continuing or recurring full-time position and:
- (i) in which the duties are performed during a defined period of:
    - 1. not fewer than sixteen (16) consecutive weeks annually but;
    - 2. not more than thirty-six (36) consecutive months; and
  - (ii) in which the incumbent is assigned full-time professional support responsibilities.

- (e) **Term Part-Time Position** means a position which does not meet the requirements for a recurring part-time position and:
- (i) in which the duties are performed during a defined period of:
    - 1. not fewer than sixteen (16) consecutive weeks annually;  
and
    - 2. not more than thirty-six (36) consecutive months; and
  - (ii) the incumbent is assigned professional support responsibilities for:

1. not fewer than eighteen (18) hours per week; but
  2. less than full-time.
- (f) **Auxiliary Position** means a position:
- (i) which does not meet the requirements for a continuing full-time or recurring full- or part-time or term full- or part-time position; and
  - (ii) in which the duties are performed during a defined period of more than four (4) consecutive weeks annually; and
  - (iii) in which the incumbent is assigned professional support responsibilities of more than nine (9) hours per week.

### **Appointments Not Covered**

- 14.3 A person who works for not more than four (4) consecutive weeks and/or for not more than nine (9) hours per week shall be a person employed on a casual basis, and shall not be covered by this Collective Agreement.
- 14.4 Notwithstanding clause 14.3, the College shall give preference to Employees in accordance with clauses 13.5 and 13.6 when hiring persons on a casual basis.

### **Definition of Annual**

- 14.5 For the purposes of this article, annual means the twelve (12) month period from the date or anniversary date that continuous employment commenced.

### **Cooperative Training Programs**

- 14.6 Students employed on cooperative education placements and persons hired through government-sponsored work programs shall work under the direction and supervision of an Employee. The employment of such persons and students shall not reduce or diminish the number of bargaining unit positions nor reduce or diminish the responsibilities of an Employee.

## **Article 15: Status of Employee**

### **Probationary Status**

#### ***Purpose of Probationary Period***

- 15.1 The purpose of a probationary period is to determine the appropriateness, competency, and suitability of a probationary full- or part-time Employee for continuing or recurring employment as a regular full-or part-time Employee.

#### ***Length of Probationary Period***

- 15.2 (a) Except as otherwise provided for in this article, an Employee appointed to a continuing or recurring full-time position shall be on probation for a period of twenty-four (24) months of continuous service, and an Employee appointed to a recurring part-time position shall be on probation for a period of thirty-six (36) months of continuous service prior to being eligible for the College to confer regular status.

- (b) Continuous employment shall be deemed not to have been interrupted where a term, probationary or regular Employee has an interruption in employment in accordance with clause 25.5 or for up to eighteen (18) weeks as provided in clause 25.4. The period of up to eighteen (18) weeks, however, shall not count as a period of probationary service.
- (c) Where, upon completion of a term full-time appointment, a term full-time Employee:
  - (i) is appointed to a continuing or recurring full-time position as a probationary full-time Employee; and
  - (ii) the appointment is deemed to be continuous employment in accordance with *Article 25: Continuous Employment, Continuous Service, and Seniority*; and
  - (iii) the term and probationary appointments are in the same program area at the same campus;the duration of the term full-time appointment shall count toward completion of the probationary period.

***Periods Not Included***

15.3 The probationary period shall not include:

- (a) any periods not worked (other than recognized holidays or vacation);
- (b) employment in excess of twelve (12) months as a term full- or part-time Employee except as provided in clause 15.2 (c). For greater certainty, employment with the College shall count as probationary service to a maximum of one (1) year except as provided in clause 15.2 (c);
- (c) employment in a position not covered by clause 14.2.

***Extensions to Probationary Period***

15.4 Notwithstanding clause 15.3, for any cumulative period in excess of forty (40) working days not included in the probationary period, the length of time required to complete the probationary period shall be extended for the period in excess of forty (40) working days.

15.5 Where a probationary full- or part-time Employee has requested an extended period to complete course requirements in the Community College Education Diploma Program (CCEDP) and the College has approved this request, the length of time required to complete the probationary period shall be extended accordingly.

15.6 Where, by the end of the probationary period, an Employee has met some, but not all, of the suitability, appropriateness and competency criteria for ongoing employment, the College, in consultation with the Employee, and the Union, may extend the probationary period for up to six (6) months.

***Performance Review***

15.7 The College shall review the performance of each probationary full- or part-time Employee in accordance with *Article 21: Employee Performance Review – Building Employee Success*.



**Community College Education Diploma Program (CCEDP)**

- 15.8 (a) The College shall require each person appointed as a probationary full-or part-time Employee on or after April 1, 1997 to successfully complete appropriate courses, as specified by the College, in the College's CCEDP prior to the College granting regular status in accordance with clause 15.10. Unless the College has approved an extension to the period available to complete the CCEDP:
- (i) a probationary full-time Employee must successfully complete the CCEDP within twenty-four (24) months of continuous service from the date the probationary period commenced; and
  - (ii) a probationary part-time Employee must successfully complete the CCEDP within thirty-six (36) months of continuous service from the date the probationary period commenced.
- (b) An Employee appointed on or after July 1, 1999 to a continuing full-time, recurring full- or part-time, or term full-time position may request the College to conduct a prior learning assessment of the Employee's qualifications as an adult educator. This assessment may conclude that the Employee is not required to complete all or part of the CCEDP requirements.

**Trial Period**

- 15.9 Any regular full- or part-time Employee appointed to a continuing full- or part-time position in a position title different from that of the position for which the Employee was originally conferred regular status shall initially be appointed to the new position on a twelve (12) month trial basis. During the trial period, the position vacated shall be filled in accordance with clause 15.13. If the Employee does not successfully complete the trial period, the Employee shall revert to the position, classification, and salary held prior to commencing the trial period.

**Regular Status****Requirements for Regular Status**

- 15.10 Except as provided in *Article 26: Position Reductions, Lay-off, and Reinstatement*, the College shall grant regular status to a probationary full- or part-time Employee who:
- (a) has completed the probationary period; and
  - (b) has met, as determined by the College, the appropriateness, competency, and suitability criteria for eligibility for regular status; and
  - (c) has successfully completed the CCEDP requirements.

**Seniority**

- 15.11 An employee shall acquire, upon the College conferring regular status, seniority in accordance with clause 25.11.

**Position Category and Status of Employee**

- 15.12 Except for a temporary replacement as provided for in this article or clause 16.16, the appointment status of an Employee is determined by the category of the position occupied as follows:

| Position Category                              | Appointment Status off Employee                |
|--|--|
| Continuing Full-time or<br>Recurring Full-time | Regular Full-time or<br>Probationary Full-time |
| Recurring Part-time                            | Regular Part-time or<br>Probationary Part-time |
| Term Full-time                                 | Term Full-time                                 |
| Term Part-time                                 | Term Part-time                                 |
| Auxiliary                                      | Auxiliary                                      |

- (a) **Regular Full-Time Employee** means an Employee appointed to a continuing or recurring full-time position who has successfully completed the requirements for being granted regular status in accordance with clause 15.10;
- (b) **Probationary Full-Time Employee** means an Employee appointed to a continuing or recurring full-time position who has not yet successfully completed the requirements for being granted regular status in accordance with clause 15.10;
- (c) **Regular Part-Time Employee** means an Employee appointed to a recurring part-time position who has successfully completed the requirements for being granted regular status in accordance with clause;
- (d) **Probationary Part-Time Employee** means an Employee appointed to a recurring part-time position who has not yet successfully completed the requirements for being granted regular status in accordance with clause 15.10;
- (e) **Term Full-Time Employee** means an Employee appointed to a term full-time position;
- (f) **Term Part-Time Employee** means an Employee appointed to a term part-time position;
- (g) **Auxiliary Employee** means an Employee appointed to an auxiliary position.

#### **Status Exceptions**

##### ***Temporary Replacement***

- 15.13 The appointment status of a person (including an Employee whose name is on the Reinstatement List) replacing an incumbent Employee who has temporarily vacated a position for not more than thirty-six (36) consecutive months shall be determined by the position category of the vacated position and duration of the temporary appointment as follows:

| Position Category<br>of Position Vacated                | Duration off Replacement  |   |                            |
|---|---|---|----------------------------|
|   | $\geq 16$ consecutive weeks annually but $\leq 36$ consecutive months | $> 4$ consecutive weeks but $< 16$ consecutive weeks annually | $\leq 4$ consecutive weeks |
| Continuing Full-Time or Recurring Full-Time (Part-Time) | Term Full-Time (Part-Time)  | Auxiliary   | Casual                     |
| Term Full-Time (Part-Time)                              | Term Full-Time (Part-Time)  | Auxiliary   | Casual                     |
| Auxiliary   | NA  | Auxiliary   | Casual                     |

- (a) If the vacancy is a continuing or recurring full-time or recurring part-time position:
- (i) A person who works for not fewer than sixteen (16) consecutive weeks annually but not more than thirty-six (36) consecutive months shall be a term full-time (part-time) Employee.
  - (ii) A person who works for more than four (4) consecutive weeks but fewer than sixteen (16) consecutive weeks annually shall be an auxiliary Employee.
  - (iii) A person who works for not more than four (4) consecutive weeks shall be a person employed on a casual basis.
- (b) If the position temporarily vacated is a term full-time (part-time) position:
- (i) A person who works for not fewer than sixteen (16) consecutive weeks annually but not more than thirty-six (36) consecutive months shall be a term full-time (part-time) Employee.
  - (ii) A person who works for more than four (4) consecutive weeks but fewer than sixteen (16) consecutive weeks annually shall be an auxiliary Employee.
  - (iii) A person who works for not more than four (4) consecutive weeks shall be a person employed on a casual basis.
- (c) If the position temporarily vacated is an auxiliary position:
- (i) A person who works for more than four (4) consecutive weeks shall be an auxiliary Employee.
  - (ii) A person who works for not more than four (4) consecutive weeks shall be a person employed on a casual basis.

- 15.14 A person hired to replace an incumbent Employee who has assumed a less than full-time assignment in accordance with the Reduced Assignment Plan shall be employed in accordance with clause 16.16.

***Change of Status During Temporary Replacement***

- 15.15 Effective the date of signing of the fifth Professional Support Collective Agreement, where a person hired to replace an incumbent Employee who has temporarily vacated a position is appointed:
- (a) as a casual person in accordance with clauses 15.13 or 15.14 subsequently qualifies as an auxiliary or term Employee, the appointment status of the casual person shall be changed to auxiliary or term, as appropriate, effective the date the Employee becomes eligible for the status change;
  - (b) as an auxiliary Employee in accordance with clauses 15.13 or 15.14 subsequently qualifies as a term Employee, the appointment status of the auxiliary person shall be changed to term effective the date the Employee becomes eligible for the status change.

***Temporary Assignment or Secondment***

- 15.16 (a) A probationary full- or part-time Employee temporarily assigned to a term full- or part-time position or to an auxiliary position or to replace an Employee who has temporarily vacated a position shall retain status as a probationary full- or part-time Employee during the period the Employee occupies such position. Upon completion of the assignment, the Employee shall be assigned to the position held immediately prior to assuming the term or auxiliary position or, if the position no longer exists, the provisions of *Article 26: Position Reductions, Lay-Off, and Reinstatement* shall apply. The progression of a probationary Employee towards regular status shall not be affected by the temporary assignment.
- (b) A regular full- or part-time Employee temporarily assigned or seconded to a term full- or part-time position or to an auxiliary position or to replace an Employee who has temporarily vacated a position shall retain status as a regular full- or part-time Employee during the period the Employee occupies such position. Upon completion of the assignment, the Employee shall be assigned to the position held immediately prior to assuming the term or auxiliary position or, if the position no longer exists, the provisions of *Article 26: Position Reductions, Lay-Off, and Reinstatement* shall apply.

***Employee on Reinstatement List***

- 15.17 Where an Employee whose name is on the Reinstatement List is appointed to a continuing or recurring full-time or recurring part-time position, the status of that Employee shall be regular full- or part-time except as provided in clauses 15.13 and 15.20.
- 15.18 Where an Employee whose name is on the Reinstatement List is appointed to a term full- or part-time position, the status of that Employee shall be term full- or part-time while in that position.
- 15.19 Where an Employee whose name is on the Reinstatement List is appointed as a temporary replacement on a casual basis or as an auxiliary (paid on an hourly basis) or term part-time Employee in accordance with clauses 15.13 or 15.20, the Employee shall be paid in accordance with the hourly salary rate for part-time Employees.

- 15.20 An Employee whose name is on the Reinstatement List appointed to replace an incumbent Employee who has assumed a less than full-time assignment in accordance with the Reduced Assignment Plan shall be, during the period of such appointment, a term full- or part-time or auxiliary Employee or a person employed on a casual basis, as appropriate.

## **Article 16: Reduced Assignment Plan**

### **General Policy Statement**

- 16.1 A reduced assignment enabling regular full-time Employees to respond to their personal circumstances is a viable and effective staffing option for both the College and Employees. Accordingly, the parties agree to adopt arrangements for a Reduced Assignment Plan for regular full-time Employees in accordance with the following provisions.

### **Eligibility**

- 16.2 Participation in this plan is limited to:
- (a) two regular full-time Employees who wish to share a continuing or recurring full-time position;
  - (b) a regular full-time Employee who wishes to assume a less than full-time assignment.

### **Conditions**

- 16.3 The reduced assignment and schedule of the Employee shall be arranged in consultation with the College.

### **Application**

- 16.4 The application to participate in this Plan shall be submitted to the College not later than four (4) months prior to the commencement date of the proposed reduced assignment.

### **Supporting Information**

- 16.5 The application shall be accompanied by the requested assignment, schedule and rationale.

### **Approval**

- 16.6 (a) Approval to participate in this Plan is at the discretion of the College. A refusal by the College to approve participation in the Plan shall be non- grievable.
- (b) On each occasion where a reduced assignment is approved, the Union shall be notified of the regular full-time position(s) and the names and status of the participants.

### **Duration**

- 16.7 The duration of a reduced assignment shall normally be one (1) academic year. A reduced assignment may continue beyond a one (1) year period; however, reapplication is required pursuant to clause 16.4. A reduced assignment shall normally not continue beyond three (3) consecutive years.

### **Status of Employee**

- 16.8 A regular full-time Employee shall retain regular status while participating in this Plan.

**Salary While Participating in Plan**

- 16.9 While an Employee is participating in this Plan, the College shall base the Employee's salary on a pro-rated amount agreed upon by the College and the Employee in advance of commencing the reduced assignment.

**Benefits**

- 16.10 An Employee participating in this Plan shall receive benefits in accordance with *Article 33: Sick Leave* and *Article 41: Health and Welfare Benefits* of this Collective Agreement. Any cost sharing of premiums for health and welfare benefits for participants in the plan shall be full benefits and shall not be prorated.

**Collective Agreement Provisions**

- 16.11 Except as otherwise noted in this article, a regular full-time Employee participating in this Plan shall have the same rights under this Collective Agreement as any regular full-time Employee.

**Pension**

- 16.12 An Employee participating in this Plan shall contribute to the Pension Plan in accordance with the Employee's pro-rated salary, determined in accordance with clause 16.9. Pensionable service shall be recognized in accordance with the *Teachers' Pension Plan* or the *Public Service Superannuation Plan*, whichever is appropriate.

**Seniority**

- 16.13 Each regular full-time Employee shall accumulate one (1) full year of seniority for each year of participation in this Plan.

**Employee Performance Review**

- 16.14 An Employee participating in this Plan shall be subject to the same provisions for performance review as a regular full-time Employee.

**Return to Full-Time Assignment**

- 16.15 Upon completion of the reduced assignment, an Employee participating in this Plan shall be reinstated to the continuing or recurring full-time position held immediately prior to assuming the reduced assignment or to a comparable position at the same campus. If the position(s) held immediately prior to assuming the reduced assignment no longer exists, the Employee(s) shall be subject to the provisions of *Article 26: Position Reductions, Lay-Off, and Reinstatement*.

**Staffing of Balance of Assignment**

- 16.16 (a) A newly hired person, employed to complete the full-time assignment of a regular full-time Employee shall be employed as a term part-time or auxiliary Employee or person employed on a casual basis, as appropriate.
- (b) A newly hired person employed in a continuing or recurring full-time position to take the place of a regular full-time Employee who is participating in the Plan with another regular full-time Employee shall be employed as a term full-time Employee.
- (c) When a reduced assignment has already begun and a participant or a newly hired person is unable to fulfill the assignment, a person hired to complete the assignment vacated shall be a term part-time or auxiliary Employee or person employed on a casual basis, as appropriate.

- (d) Persons shall be hired in accordance with the provisions of *Article 13: Appointment and Termination of Employment* and *Article 15: Status of Employee*.

16.17 The position required to complete the full-time assignment pursuant to clause 16.16 shall not be subject to the limits specified in clause 14.2 (e) (i) (2).

## **Article 17: Employee Exchange, Secondment, and Temporary Reassignment Opportunities**

### **Preamble**

17.1 In recognition of the professional enrichment to be gained by an Employee in working in another educational or occupational setting within the bargaining unit, within the College, or outside the College, and of the positive effects such enrichment can have upon the College, our students and an Employee when an Employee returns, the Parties agree to implement Employee Exchange, Secondment, and Temporary Reassignment Plans as follows:

### **Purposes**

- 17.2 To provide Employees:
- (a) an opportunity for new professional experiences which will be of benefit to an Employee, and the College;
  - (b) a new occupational and/or educational experience;
  - (c) an opportunity to benefit from the ideas, resources, and services of another campus or organizational unit, bargaining unit position, post secondary institution, occupational setting or organization;
  - (d) an opportunity for an Employee to share knowledge, ideas, and expertise with students, other Employees and/or staff at the host institution.

### **Eligibility**

17.3 Participation in these Plans is limited to regular full-time Employees.

### **Exchange and Secondment Provisions for Employees**

#### **Application**

17.4 The application to participate in an exchange plan or secondment shall be submitted to the College not later than six (6) months prior to the commencement date of the proposed exchange or secondment.

#### **Limitations**

17.5 Participation in these Plans shall be scheduled in a manner that minimizes disruptions to the educational programs of the College. Accordingly, participation in these Plans shall only be approved where minimal disruptions to students will occur. Refusal by the College to approve participation of an Employee shall be non-grievable.

***Approval***

- 17.6 (a) Approval to participate in, or to extend the duration of participation in, these Plans is at the discretion of the College. Refusal by the College to approve participation in or to extend the Plans shall be non-grievable.
- (b) The College shall strive to notify an Employee of its decision at least four (4) months in advance of the proposed exchange or secondment.
- (c) On each occasion where an exchange or secondment is approved, the Union shall be notified.

***Duration***

- 17.7 (a) The duration of an exchange or secondment to a position shall normally be up to twelve (12) months. Such exchange or secondment may continue beyond a twelve (12) month period; however, re-application is required pursuant to clause 17.4. Such exchange or secondment shall not normally continue beyond thirty-six consecutive months.
- (b) Notwithstanding clause 17.7(a), where an exchange involves two (2) Employees, the exchange may become continuing subject to the agreement of the two (2) Employees and the approval of the College.

***Status of Employee***

- 17.8 An Employee shall retain regular status while participating in these Plans. An Employee on an exchange or secondment to a position outside of the bargaining unit shall retain an Employee's employment status and membership in the bargaining unit during the period of the exchange or secondment.

***Salary and Benefits While Participating in Plans***

- 17.9 (a) While on exchange or secondment, an Employee shall continue to be paid that Employee's regular salary. An Employee shall also continue to be subject to normal taxation, pension and benefit contributions and will retain rights and privileges as an Employee.
- (b) Notwithstanding clause 17.9(a), an Employee shall receive the salary of the seconded position if that salary is an amount greater than the salary prior to secondment and if the College is reimbursed for that amount by the host organization.

***Conditions***

- 17.10 (a) An Employee on exchange or secondment shall become acquainted with and abide by the operational and professional expectations of the host organization or organizational unit. An Employee shall assume the working conditions of the exchange or secondment position, unless otherwise mutually agreed. Such working conditions shall include, but are not limited to, earning and taking vacation in accordance with the position assumed while an Employee is on exchange or secondment.
- (b) All travel and living accommodation arrangements and costs are solely the responsibility of an Employee, unless otherwise mutually agreed.



**Collective Agreement Provisions**

- 17.11 Except as otherwise noted in this article, an Employee participating in these Plans shall have the same rights under this Collective Agreement as other regular full-time Employees and shall be subject to all articles of this Collective Agreement.

**Seniority and Service**

- 17.12 An Employee shall accumulate seniority and service for the period of participation in these Plans.

**Return to Regular Assignment**

- 17.13 Upon completion of an exchange or secondment, an Employee shall be reinstated to the continuing or recurring position held immediately prior to assuming the exchange or secondment or to a comparable position at the same campus. If the position held by an Employee immediately prior to assuming the exchange or secondment no longer exists, an Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

**External Secondees****Appointments**

- 17.14 All persons seconded from an organization external to the College shall be appointed in accordance with the provisions of *Article 13: Appointment and Termination of Employment*.

**Limitations**

- 17.15 The number of persons seconded from an organization external to the College shall be limited to five (5) in any academic year, unless otherwise agreed by the Union. Such agreement shall not be unreasonably withheld.
- 17.16 Where the number of persons seconded from an organization external to the College in any academic year exceeds five (5), the College shall pay to the Union - for the number of positions in excess of five (5) - the amount of Union dues that would have been payable had the positions been occupied by bargaining unit members.

**Notification to Union**

- 17.17 On each occasion where a secondment is approved, the College shall notify the Union and shall provide reasons for the approval.

**Temporary Reassignments****Purpose**

- 17.18 Consistent with the purposes outlined in clause 17.2, where the College determines that an assignment would best be completed by an existing Employee, the College shall make a temporary reassignment opportunity available to all Employees with regular status through an expressions of interest process.

**Expression of Interest**

- 17.19 The College shall invite all Employees with regular status to express interest in the temporary assignment opportunity through an application process. The invitation shall describe the nature of the reassignment opportunity and the qualifications sought in the successful candidate.

**Selection Criteria**

17.20 Selection of an Employee to participate in the temporary assignment shall be in accordance with the selection criteria specified in the invitation to express interest and operational requirements.

**Decision Not Grievable**

17.21 The decision of the College shall be non-grievable.

**Backfill**

17.22 Where it is necessary to backfill a position vacated by an Employee who has been temporarily reassigned, the vacancy shall be filled in accordance with the *Article 13: Appointment and Termination of Employment*.

**Maximum Duration**

17.23 A temporary reassignment shall not extend beyond a thirty-six (36) month period.

**Return to Position**

17.24 Upon completion of a temporary reassignment, an Employee shall be reinstated to the continuing or recurring position held immediately prior to the taking the temporary reassignment or to a comparable position at the same campus. If the position held immediately prior to the temporary reassignment, no longer exists or a comparable position is not available, an Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

**Article 18: Auxiliary Employees****Applicable Articles**

18.1 Only this article and those articles and clauses listed below shall apply to an auxiliary Employee:

- (a) *Article 1 - Definitions*
- (b) *Article 2 - Recognition*
- (c) *Article 3 - Application*
- (d) *Article 4 - College's Responsibilities*
- (e) *Article 5 - Joint Responsibilities*
- (f) *Article 6 - Existing or Future Legislation*
- (g) *Article 7 – Harassment and Discrimination*
- (h) *Article 8 - Union Information*
- (i) *Article 9 - College - Union Committee*
- (j) *Article 10 - Printing and Distribution of Collective Agreement*
- (k) *Article 11 - Complaint, Grievance and Arbitration Procedure*
- (l) *Article 12 - Workplace Diversity*
- (m) *Article 13 - Appointment and Termination of Employment*
- (n) *Article 14 - Position Categories*
- (o) *Article 15 - Status of Employee* (clauses 15.12, 15.13, 15.14, 15.15, 15.16, 15.17, 15.18, 15.19, 15.20 only)

- (p) *Article 20 - Professional Development: Supporting Excellence in Teaching and Learning*  
(clauses 20.1, 20.2, 20.17, 20.18, 20.21, 20.23 only)
- (q) *Article 21 – Employee Performance Review – Building Employee Success*
- (r) *Article 22 – Professional Support Classification & Salary Plan*
- (s) *Article 23 - Union Deductions*
- (t) *Article 24 - Official Employment File*
- (u) *Article 27 - Health and Safety*
- (v) *Article 28 - Third Party Liability Insurance*
- (w) *Article 30 - Discipline*
- (x) *Article 37 - Union Leave*
- (y) *Article 43 – Amendment*
- (z) *Article 44 - Entire Agreement*
- (aa) *Article 45 - Term of Collective Agreement*
- (bb) *Schedule 1 - Professional Support Classification and Salary Plan*

18.2 Where there is a conflict between clause 18.1 and any other article or clause in this Collective Agreement, clause 18.1 shall prevail.

- 18.3 (a) An auxiliary Employee engaged on an hourly basis shall be paid for each hour worked at an hourly rate in accordance with Section A, Subsections (iii) of *Schedule 1: Professional Support Classification and Salary Plan*.
- (b) An auxiliary Employee instructing full-time shall be paid in accordance with Section A, Subsections (i) of *Schedule 1: Professional Support Classification and Salary Plan*. Where applicable, the daily rate shall be one-tenth (1/10) of the bi-weekly salary.

#### **Vacation**

18.4 In lieu of paid vacation, an auxiliary Employee shall be paid six percent (6%) of the bi-weekly, daily, or hourly rate determined in accordance with *Schedule 1: Professional Support Classification and Salary Plan* for each bi-weekly period/ day/hour worked.

#### **Recognized Holidays**

- 18.5 (a) Recognized holidays with pay for an auxiliary Employee shall be:
- (i) New Year's Day
  - (ii) Good Friday
  - (iii) Canada Day
  - (iv) Labour Day
  - (v) Christmas Day
  - (vi) Remembrance Day
- (b) An auxiliary Employee shall be entitled to be paid for a recognized holiday:

- (i) provided the auxiliary Employee is entitled to receive pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the recognized holiday; and
- (ii) the Employee has worked on the Employee's scheduled working day immediately preceding and immediately following the recognized holiday.
- (c) An auxiliary Employee who is required to work on a recognized holiday shall receive pay equal to the amount the Employee would otherwise have received for that day and at a rate equal to the Employee's regular rate for the hours worked.

#### **Personal Leave**

- 18.6 The College may, at its discretion, grant to an auxiliary Employee personal leave with or without pay, for such a period as the College deems the circumstances warrant. Alternatively, the College may, at its discretion, permit an auxiliary Employee to temporarily reschedule some planned work hours. Leaves of absence or rescheduling of work hours as provided in this clause shall be scheduled, whenever possible, to ensure a minimum of disruptions to College educational programs and services. An auxiliary Employee shall endeavour to provide notice sufficient for the College to make suitable arrangements, where required.

#### **Pregnancy, Parental, Adoption and Bereavement Leaves**

- 18.7 Pregnancy, parental, adoption, and bereavement leaves shall be provided in accordance with the *Labour Standards Act*.

#### **Faculty and Professional Support Conference**

- 18.8 An auxiliary Employee may attend the Faculty and Professional Support Conference (FAPSC) organized through the Union. However, support - as outlined in clause 20.22 - shall not apply.

#### **Sick Leave**

- 18.9 Where an auxiliary Employee who has been working full-time is extended from that auxiliary appointment to a term appointment or is appointed to a term appointment following an auxiliary appointment with no break in service, the Employee shall be granted sick time at the rate of one (1) day for each ten (10) days taught retroactive to the first day taught in the auxiliary appointment. Notwithstanding this, the maximum sick leave entitlement shall not exceed twenty (20) days per academic year.

## **Working Conditions**

### **Article 19: Duties**

- 19.1 It is incumbent upon Employees to provide quality service in the performance of assigned duties and related professional support responsibilities such as participating on committees and liaising with the community-at-large.
- 19.2 (a) It is recognized that some of the responsibilities of Professional Support positions may be conducted outside scheduled working hours. Employees are expected to use their

professional judgment to complete their work within the parameters of goals determined in consultation with their immediate supervisor.

- (b) Where a supervisor authorizes significant extended hours to be worked outside scheduled working hours, a supervisor shall provide time in lieu in recognition of the additional hours worked. Time in lieu is not intended to be provided on an hour-for-hour basis, and should be consistent with the professional expectations outlined in clause 19.2(a).

### **Workload Concerns**

- 19.3 Where an Employee has concerns with respect to assigned workload, the Employee shall first seek to resolve the concerns informally through conversation(s) with the Employee's immediate supervisor. Where this does not resolve the concerns, the Employee may seek resolution through the structured process outlined below.

#### ***Step One – Employee and Immediate Supervisor***

- (a) (i) An Employee may make a written request for a meeting with his/her immediate supervisor to discuss workload concerns in accordance with this article. The written request shall include concerns about the assigned workload as well as what strategies, if any, have been attempted to alleviate the concerns, and the outcomes of these strategies.
- (ii) Unless otherwise agreed, as soon as possible and within ten (10) working days of the written request, the supervisor shall meet with the Employee at a mutually agreeable time.
- (iii) As soon as possible and within five (5) working days after the meeting the supervisor shall respond in writing to the Employee.
- (iv) If a meeting is not held within ten (10) working days the Employee shall have the right to move to Step Two.

#### ***Step Two – Employee and College Leader(s)***

- (b) (i) If a meeting has not occurred within the timelines at Step One or where an Employee is not satisfied with the response at Step One, as soon as possible and within five (5) working days of the expiry of the timeline or receipt of the written response, an Employee may request a meeting at Step Two. The written request shall include concerns about assigned workload as well as what strategies, if any, have been attempted to alleviate the concerns, and the outcome(s) of the strategies. The request should be directed as follows:
  - (1) An Employee assigned to a campus may request a meeting with the person to whom the Employee's immediate supervisor reports and the person providing functional leadership for the College for the key functions of the Employee's position.
  - or
  - (2) An Employee assigned to a College department may request a meeting with the person to whom the Employee's immediate supervisor reports.

- (ii) Unless otherwise agreed, as soon as possible and within ten (10) working days of the request the supervisor shall meet with the Employee at a mutually agreeable time. An Employee may have a representative of the Union present at the meeting.
  - (iii) As soon as possible and within five (5) working days after the meeting, the supervisor's supervisor shall respond in writing to the Employee.
  - (iv) The written response in (b) (iii) shall be final and binding on the Employee, the College and the Union.
- 19.4 (a) Where the College anticipates a substantial change in the assignment of an Employee, the College shall give the Employee written notice advising of the nature of the new assignment no later than twenty (20) working days, exclusive of vacation, prior to the commencement of the new assignment.
- (b) Where an Employee has concerns with respect to a substantial change in assignment, the Employee may seek a resolution by following the process outlined in 19.3.

#### **Change of Assignment**

##### ***Work Schedules***

- 19.5 (a) The Parties agree that working hours and days shall normally be scheduled within the period Monday to Friday of each week.
- (b) The Parties agree that scheduled working hours shall not change substantially. Where it is necessary to make substantial changes to scheduled hours on a work day, the College will consult with the affected Employee(s).
- (c) Notwithstanding clause 19.5 (a), an Employee may be scheduled to work on a Saturday in accordance with clauses 19.5 (d) (e) (f) and (g) where such scheduling enables learners to access courses or programs in a manner appropriate to their needs.
- (d) An Employee may be scheduled to work on a Saturday where the need to work on Saturday is indicated in the posting for the vacancy.
- (e) Where an Employee's normal work week includes a Saturday, the College shall ensure that the Employee has two (2) consecutive days off in each week unless the Employee agrees otherwise.
- (f) When an Employee who normally works from Monday through Friday is scheduled to work on a Saturday on an occasional basis, the College shall provide time off in lieu, on an hour for hour basis. The period of assigned work shall not normally be less than one-half day.
- (g) Unless otherwise approved by the College, lieu time shall normally be taken within two (2) weeks of the Saturday worked. Any lieu time earned in an academic year shall be deemed to have been taken within that academic year. Under no circumstances will lieu time be carried forward from one academic year to another.

- (h) Where clause 19.5 (f) applies, the College shall seek a volunteer from among qualified Employees before assigning any Employee to work on a Saturday.
- (i) Notwithstanding clauses 19.5 (a) through (h), the College may assign work on a Sunday with agreement of the Union.
- (j) An Employee who has concerns with respect to how the provisions of clause 19.5 are applied shall have the right to follow the process outlined in clause 19.3 Workload Appeal Process to address the concerns.

## **Article 20: Professional Development: Supporting Excellence in Teaching and Learning**

### **Continual Professional Development**

- 20.1 The College, the Union and Employees recognize the primary professional responsibility to the students and staff of the College. The continual professional development of each Employee is fundamental to the ongoing effectiveness of both the Employee and the College. The College, the Union and Employees are committed to facilitating such development while minimizing disruptions to the professional support services of to the College. Where possible, professional development activities shall be scheduled to minimize such disruptions.
- 20.2 While the primary responsibility for maintaining one's professional competence rests with the individual Employee, responsibility for professional development generally is shared between the Employee and the College. Professional development activities are designed to achieve specified learning outcomes. Without limiting the scope of professional development activities, they may include formal courses and programs including the College's Community College Education Diploma Program, workshops, seminars and conferences (including the Atlantic Colleges Development Institute), secondments, exchanges, leaves of absence, and self-directed learning and experiential learning opportunities.

### **Leave of Absence Without Pay for Professional Development**

- 20.3 Long-term Personal Leave as described in *Article 36: Special Circumstances Leaves* may be utilized for professional development purposes.

### **Learning Leaves**

#### ***Learning Leave Fund***

- 20.4 (a) The College shall annually provide a Learning Leave Fund, ("the Fund") in the amount of sixty-five thousand dollars (\$65,000).
- (b) Any surplus funds from the Learning Leave Fund shall be carried forward to the following year to an accumulated maximum of one hundred fifty thousand dollars (\$150,000).
- 20.5 The Learning Leave Fund shall be global in its application and will be allotted by the Learning Leave Committee in the following categories:
  - (a) Long-Term Learning Leaves;

- (b) Short-Term Learning Leaves.

***Learning Leave Committee***

20.6 The Fund shall be administered by a Learning Leave Committee of five (5), hereinafter referred to as “the Committee”:

- (a) two (2) Employees appointed by the Union;
- (b) two (2) representatives appointed by the College;
- (c) the Dean of Organizational Learning as non-voting chairperson.

20.7 The Committee shall:

- (a) select Employees to be granted Learning Leaves;
- (b) approve requests for funding for the various categories set forth in clauses 20.12 and 20.13;
- (c) draw up and distribute guidelines and application forms relating to education leave;
- (d) prepare and communicate a budget for the disposition of the Fund;
- (e) prepare and communicate an annual report on the disposition of the Fund;
- (f) review written reports submitted pursuant to clause 20.12 (e) to ensure criteria of clause 20.8 have been met.

***Assessment Criteria***

- 20.8 (a) The Committee may approve Learning Leaves for professional, technical, academic, research or other activities where such leaves support College priorities or priorities established by an Employee that have been approved by the College. College priorities shall be made available to Employees upon request.
- (b) Applications from Employees who are eligible shall be assessed according to the following selection criteria:
- (i) a detailed statement of the nature of the proposed leave;
  - (ii) learning objectives to be achieved by the Employee and their consistency with priorities in accordance with clause 20.8 (a);
  - (iii) the relationship of these learning objectives to established College priorities;
  - (iv) the relative benefit to be derived from the activity by the College and the Employee;
  - (v) relevance of proposed outcomes to the work the Employee is responsible for or is likely to be responsible for in the College; and



- (vi) the completeness of the submission including any necessary arrangements.

### ***Timeframe***

20.9 The Committee shall meet on or before March 30<sup>th</sup> in any year to:

- (a) determine which applications meet the requirements of clause 20.8;
- (b) assess and rank the applications in accordance with the criteria described in clause 20.8;
- (c) decide which application(s) shall be approved in accordance with clause 20.8; and
- (d) Notwithstanding clauses 20.9 (a), (b), (c), where there is a balance of funds not committed, clause 20.13 (c) (v) shall apply.

### ***Notification to Applicants***

20.10 Each applicant shall be informed by April 15 whether a Learning Leave has been granted or denied or whether the applicant was selected as an alternate. The Union will be copied on the letter notifying each applicant.

### ***Suitable Replacement***

20.11 An Employee's participation in a Learning Leave is conditional upon the College finding a suitable replacement, where applicable, for the Employee.

### ***Long-term Learning Leave***

20.12 The Committee may approve long-term Learning Leaves for periods of more than four (4) months and no more than one (1) year (including vacation);

#### ***Eligibility***

- (a) To be eligible to be considered for a long-term Learning Leave, an Employee shall have:
  - (i) regular status;
  - (ii) a minimum of five (5) years continuous service; and
  - (iii) not received a long-term Learning leave (or its equivalent under a previous Collective Agreement) within the previous five (5) years.

#### ***Application***

- (b) Applications shall be submitted by March 1 in any year.

#### ***Salary During Leave***

- (c) The salary paid to the Employee shall normally be at one hundred percent (100%) of the Employee's normal salary.

#### ***External Remuneration***

- (d) Where, as a result of the leave, the Employee is in receipt of remuneration from sources external to the College, the College's payment shall be reduced so that the total

remuneration to the Employee from all sources during the leave period does not exceed the amount of the Employee's normal salary.

*Portfolio Reflection and Sharing*

- (e) (i) At the mid-point of a Learning Leave, an Employee shall provide a portfolio learning narrative to the Employee's immediate supervisor and the Learning Leave Committee reflecting on progress on planned learning outcomes.
- (ii) Within two (2) months of the end of a Learning Leave, the Employee shall provide a portfolio learning narrative to the Employee's immediate supervisor and the Learning Leave Committee on the learning outcomes of the Leave, including the objectives and perceived benefits noted in clause 20.8.

*College-Proposed Leave*

- (f) The College may, on its own initiative, propose plans for a Learning Leave to any Employee; however, an Employee shall be under no obligation to accept such a proposal nor shall the Committee be obliged to approve the proposal.

*Other Costs Borne by Employees*

- (g) All other costs associated with the Learning Leave such as transportation, living, tuition and related costs shall be the responsibility of the Employee.

*Agreement to Return to College after Leave*

- (h) Before commencing a Learning Leave approved by the College, an Employee shall enter into a written agreement with the College to return to the employ of the College, subject to *Article 26: Position Reductions, Lay-off, and Reinstatement*, for a continuous period of not less than two (2) times the amount of the leave, immediately following the end of the leave.

*Repayment Upon Default*

- (i) Where an Employee defaults under the written agreement noted in clause 20.12 (h) for any reason (other than illness, death or physical or mental disability) or terminates or violates the provisions upon which the Leave was approved, the Employee shall, immediately upon the occurrence of such default or violation, pay to the College an amount of monies equal to the total amount (TA) of all salary and other monies received by the Employee from the College or paid by the College on behalf of or for the benefit of the Employee during the period of the Leave.

*Repayment Where Return to College Not Worked*

- (iii) Where an Employee returns to the Employee's position but fails to remain there for the required time in accordance with clause 20.12 (h), the Employee - if requested to do so by the College - shall pay to the College upon leaving an amount arrived at by pro-rating the amount of salary and other monies (TA) received while on Leave to the portion of time pursuant to clause 20.12 (h) which the Employee worked for the College following return from the Leave as follows:

$$\text{Amount Owning} = \frac{\text{TA X 2 (number of days of leave)} - \text{days worked* following leave}}{2 \text{ (number of days of leave)}}$$

\*includes vacation and recognized holidays

#### *Return to Position*

- (i) Upon completion of the Learning Leave, the Employee shall be reinstated to the continuing full-time or recurring full- or part-time position held immediately prior to the Learning Leave or to a position mutually agreed upon. If the position held immediately prior to the Learning Leave no longer exists and a comparable position is not available, the Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

#### *Rights Under Collective Agreement*

- (j) Except as otherwise noted in clauses 31.12 and 32.5 and this article, the Employee participating in this leave shall have the same rights under this Collective Agreement as a regular full- or part-time Employee, as applicable.

#### **Short-Term Learning Leave**

- 20.13 (a) The Committee may approve a short-term Learning Leave with pay for a period of less than four (4) months in accordance with clauses 20.8 and 20.11.

#### *Application*

- (b) Applications shall be submitted by March 1 in any years and shall be assessed in accordance with the criteria set forth in clause 20.8.

#### *Timeframe*

- (c) The Committee shall meet on or before March 30 in any year to:
  - (i) determine which applications meet the requirements of clause 20.8;
  - (ii) assess and rank the applications in accordance with the criteria described in clause 20.8;
  - (iii) decide which application(s) shall be approved in accordance with clause 20.8;
  - (iv) notify candidates of the Committee's decision by April 15;
  - (v) where the application of clauses 20.13 (b) and (c) (i) through (iv) does not result in complete commitment of the Fund, a second application and selection process shall be completed as follows:
    - October 15: application deadline
    - October 30: Committee meets
    - November 15: notification of decisions.
- (d) The Employee shall not suffer loss of salary or benefits provided in accordance with *Article 41: Health and Welfare Benefits*, when participating in the required activity.

## **Employee-Initiated Activities**

### ***Extent of College Support***

20.14 Where the participation of an Employee in an Employee-initiated professional development activity - including, but not limited to, attendance at seminars, trade shows and displays presented by manufacturers and professional trade organizations - is approved in advance by the College, the criteria which follow shall be used by the College in determining the extent, if any, of financial support to be provided by the College and in determining the degree to which the activity may take place during scheduled working hours:

- (a) the nature of the activity;
- (b) the amount of funds budgeted by the College for professional development;
- (c) the College's assessment of the relative benefit to be derived from the learning activity by the College and the Employee;
- (d) the degree to which the objectives of the learning activity support established College priorities; and
- (e) the incremental cost of participating in the development activity.

### ***Courses and Learning Activities***

20.15 Effective April 1, 2013, the College shall reimburse, or partially reimburse on a prorated basis where necessary, an Employee with regular status for the cost of tuition for credit courses, or learning activities offered by another institution, community college, professional association, or university to a combined maximum of \$30,000 annually for the Faculty and Professional Support bargaining units where:

- (a) the College has given written approval in advance of the commencement of the course or learning activity;
- (b) the course or learning activity is directly related to the Employee's current or anticipated duties; and
- (c) the Employee provides a copy of the tuition receipt or registration confirmation and official documentation verifying successful completion of the course or learning activity.

### ***Conferences***

20.16 Subject to program requirements and based upon an assessment of benefits to the College and the Employee, the College may approve an Employee's attendance at conferences related to the Employee's area of professional responsibility. Expenses related to attendance at these conferences shall be in accordance with clause 20.14.

## **Required and College-Initiated Activities**

### ***College Financial Support***

20.17 Where an Employee's attendance and successful completion of a professional development activity - including orientation and occupational upgrading - is a requirement of the College, the College shall pay any tuition costs associated with the participation of the Employee in the activity. The College

shall also pay the tuition costs associated with the participation of an Employee in a College-initiated professional development activity including College courses where approved by the College. All benefits of this Collective Agreement shall remain in effect during this participation. However, where the Employee is in receipt of any remuneration from sources external to the College for the professional development activity, the College shall reduce its payment to the Employee so that the total remuneration to the Employee does not exceed the amount of the Employee's normal salary.

***Expenses Reimbursed***

20.18 Where required and College-initiated professional development activities referred to in clause 20.17 take place at a location other than the Employee's normal place of work, the College shall provide the Employee with, or approve and reimburse the Employee for, expenses incurred by the Employee for the following:

*Travel*

- (a) Where the Employee is authorized to use a personal vehicle, reimbursement for travel between the Employee's normal place of work and the location where the professional development activity takes place, at the current metrage rate approved by the College.

*Meals*

- (b) Where the Employee is authorized to arrange for meals, reimbursement at the current meal allowance rates approved by the College.

*Accommodation*

- (c) Where the duration of the activity requires overnight accommodation and the Employee is authorized to arrange for that accommodation, reimbursement in accordance with College policy.

***CCEDP***

20.19 The College shall require the following persons, appointed as probationary or term Employees, to participate in the College's Community College Education Diploma Program (CCEDP):

- (a) a probationary full- or part-time Employee;
- (b) a term full-time Employee:
  - (i) appointed for twelve (12) months or more; or
  - (ii) whose term full-time appointment has been extended beyond twelve (12) months; or
  - (iii) who has been appointed for a second continuous term full-time appointment of twelve (12) months or longer.

Successful completion of the CCEDP within the required probationary period shall be one of the criteria – in accordance with clause 15.10 – to be met by a probationary full or part-time Employee prior to the College granting regular status. Any period during which a term Employee is not attending CCEDP or taking earned vacation shall be scheduled working days or leave without pay.

20.20 The College shall provide annually – between April 1 and March 31 - to all Employees noted in clause 20.19, when participating in components of the CCEDP requiring overnight accommodation:

- (a) meals;
- (b) overnight accommodation;
- (c) a maximum number trips between the Employee's normal place of work and the location where the residential components of the program take place in accordance with the following:
  - (i) one return trip for each of up to three (3) courses offered during a one (1) week block; and
  - (ii) three (3) return trips for one (1) course offered over three (3) week-ends;
  - (iii) Notwithstanding clause 20.20(c) (i) and (ii), the maximum number of return trips reimbursed annually shall not exceed five (5).
- (d) Where the Employee is authorized to use a personal vehicle, reimbursement shall be at the current metrage rate approved by the College.

20.21 The College shall pay any tuition costs associated with the required or approved participation of an Employee in the CCEDP and provide access to required textbooks and resource materials. The Employee shall not suffer loss of salary or benefits provided in accordance with *Article 41: Health and Welfare Benefits* when participating in the program.

**Faculty and Professional Support Conference (FAPSC)**

20.22 The College shall provide support for a Faculty and Professional Support Conference organized through the Union when held in Truro at an agreed-upon time on a Friday and Saturday in May or June as follows:

- (a) meals for participants for the Friday and Saturday of the conference at the Truro Campus;
- (b) appropriate meeting rooms and classrooms at the Truro Campus;
- (c) accommodation in the residence of the Truro Campus for up to ninety (90) participants employed by the College who live more than thirty (30) kilometres from Truro; and
- (d) where the number of participants who live more than thirty (30) kilometers from Truro exceeds ninety (90), the College shall provide an allowance of forty dollars (\$40) to help defray the cost of accommodation to each participant for whom the College is unable to provide accommodation in residence;
- (e) reimbursement for the cost of approved travel to and from the FAPSC in accordance with College policy;
- (f) shall advise managers that a request to attend FAPSC shall not be unreasonably denied.

### **College Advisory Committee on CCEDP**

20.23 The College shall establish a College Advisory Committee on the Community College Education Diploma Program (CAC – CCEDP) in accordance with the following:

#### ***Mandate of Committee***

- (a) The mandate of the CAC – CCEDP shall be to provide advice and make recommendations to the College on matters pertaining to the Community College Education Diploma Program.

#### ***Composition of CAC-CCEDP***

- (b) The CAC-CCEDP shall comprise three (3) representatives appointed by the Union (minimum of one Employee and one Faculty Member) and three (3) representatives appointed by the College. The Chair of the CAC-CCEDP shall be the Dean of Organizational Learning.

#### ***Meetings***

- (c) The Committee shall meet a minimum of two (2) times a year, once in the fall semester and once in the spring semester.

### **Tuition Waiver for Daughters, Sons and Spouses**

- 20.24
- (a) The College shall, in each academic year, provide a tuition waiver for each dependent daughter, dependent son and dependent spouse of probationary and regular Employees who enrolls as a full-time student in a core program of the College. The waiver shall be for one-half (1/2) year's free tuition and shall be applicable to the second half of each year after the successful completion of the first half of each year.
  - (b) Effective August 15, 2013, the maximum value of all waivers awarded to the dependent daughters, dependent sons and dependent spouses of Faculty and Professional Support Employees shall not exceed forty thousand dollars (\$40,000) in any academic year.
  - (c) Where forty thousand dollars (\$40,000) divided by the number of applicants is equivalent to less than one-half (1/2) year's tuition, the value of all waivers awarded shall be adjusted to total forty thousand dollars (\$40,000).

### **Self-Directed Learning Days**

20.25 Each Employee with regular status shall be eligible to schedule, in consultation with the Employee's immediate supervisor, three (3) days each academic year at a mutually agreeable time for self-directed learning that supports the Employee's role in supporting learning.

### **Individual Learning Account**

20.26 Effective November 25, 2009, each Employee with regular status shall have an Individual Learning Account of up to three hundred and fifty dollars (\$350.00) each academic year. The Employee shall use the Individual Learning Account to support the Employee's learning in concert with their learning goals as outlined in the Employee's Employee Success Plan and in concert with the following:

#### ***Purpose***

- (a) to align individual career development goals with NSCC's strategic directions related to learning and building capacity;

- (b) to model portfolio learning in enabling employees to direct funds to support their learning and development;
- (c) to respond to Employee feedback with respect to the need for more focus and support for career development for Employees;
- (d) to treat Employee development as a long term investment.

***Account Details***

- (e) The Allocation shall be three hundred and fifty dollars (\$350.00) each academic year.
- (f) Funds not used in one academic year shall be carried forward to the following academic year.
- (g) Notwithstanding clause 20.26(f), the amount carried forward shall never exceed three hundred and fifty dollars (\$350.00).
- (h) There shall be no borrowing against a future year's allocation.
- (i) Approval of Individual Learning Account expenditures shall be in accordance with Individual Learning Account Guidelines.
- (j) The College shall consult with the Union prior to making changes to the Individual Learning Account Guidelines.

**Article 21: Employee Performance Review - Building Employee Success**

- 21.1 The College shall establish and maintain a Performance Review Policy that reflects a professional growth model to support Employees in achieving personal and professional success within their roles in the College.
- 21.2 The Policy shall state its philosophy and guiding principles as well as the responsibilities of those engaged in the planning and feedback process.
- 21.3 Procedures that support the Policy shall involve consultation with Employees and the Union prior to implementation.
- 21.4 The College shall be responsible to communicate the Policy and Procedures to its Employees and the Union and to inform Employees and the Union of any change to the Policy or Procedures.
- 21.5 At the conclusion of the performance review, the Employee concerned shall be given an opportunity to discuss the review and make written comments on the review. The Employee and the College shall jointly sign the review document confirming that the information has been reviewed and discussed. The Employee shall receive a signed copy of the document.



## **Article 22: Professional Support Classification and Salary Plan**

### **Rates of Pay**

- 22.1 The classification and salary plan for Professional Support Employees shall be in accordance with the provisions outlined in *Schedule 1: Professional Support Classification and Salary Plan*.
- 22.2 If, during the term of this Collective Agreement, the College establishes and implements a new classification (including salary) whose key responsibilities primarily involve providing education support services:
- (a) The Union shall be notified within thirty (30) days of the establishment of the new classification; and
  - (b) The salary applicable to such new classification shall be negotiated by the parties to this Collective Agreement.
  - (c) If the parties are unable to agree on the salary for the new classification, either party may refer the matter directly to arbitration pursuant to clause 11.15.
- 22.3 (a) Effective September 1, 2011, each step on the salary grids detailed in Section A1 (i) and A1 (ii) of *Schedule 1: Professional Support Classification and Salary Plan* shall reflect an economic increase of two percent (2.0%) on Section A3 of the previous Professional Support Collective Agreement.
- (b) Effective September 1, 2012, the classification grids detailed in Sections A2 (i) and A2 (ii) of *Schedule 1: Professional Support Classification and Salary Plan* shall reflect an increase of two and one-half percent (2.5%) on Section A1.
- (c) Effective September 1, 2013, the classification grids detailed in Section A3 (i) and A3 (ii) of *Schedule 1: Professional Support Classification and Salary Plan* shall reflect an increase of three percent (3.0%) on Section A2.

### **Retroactivity**

- 22.4 Employees who left employment in the bargaining unit between September 1, 2011 and the signing of this Collective Agreement shall be entitled to full retroactivity of the economic increases referred to in clause 22.3. The College shall advise such former Employees by giving written notice sent by mail to the former Employee's last known address that the period in which the former Employee may claim the retroactive payment is sixty (60) calendar days from the date of notification.

### **Method of Payment**

- 22.5 An Employee shall normally be paid once every two-week period.
- 22.6 The amount of bi-weekly payments shall be in accordance with the provisions outlined in Section A, Subsections (i) of *Schedule 1: Professional Support Classification & Salary Plan*, less any authorized deductions.

- 22.7 The salary for a probationary part-time, regular part-time, or term part-time Employee shall be in accordance with Section A, Subsections (ii) of *Schedule 1: Professional Support Classification and Salary Plan*.
- 22.8 The College shall itemize on the electronic pay stub of bi-weekly salary all deductions from the salary of each Employee. For the purposes of Employment Insurance, the College shall report a forty (40) hour work week on the Employee's electronic pay stub.
- 22.9 A probationary full-time, regular full-time or term full-time Employee shall be paid at the appropriate bi-weekly rate for a full-time Employee in accordance with Section A, Subsections (i) of *Schedule 1: Professional Support Classification and Salary Plan*.
- 22.10 Where an Employee is carrying out reduced duties in accordance with *Article 16: Reduced Assignment Plan*, the College shall base the Employee's salary and benefits on a prorated amount agreed upon by the College and the Employee in advance of commencing the reduced assignment.
- 22.11 The salary for an auxiliary Employee shall be in accordance with the number of hours worked per week as follows:
- (a) Where an auxiliary Employee is paid on an hourly basis, the minimum hourly rate shall be that specified in Section A, Subsections (iii) of *Schedule 1: Professional Support Classification and Salary Plan*.
  - (b) An auxiliary Employee working full-time shall be paid in accordance with Section A, Subsections (i) of *Schedule 1: Professional Support Classification and Salary Plan*. Where applicable, the daily rate shall be one tenth (1/10th) of the applicable bi-weekly salary in Schedule 1.
- 22.12 Except as otherwise provided in this Collective Agreement, where the College assigns a regular full-time or probationary full-time Employee a number of working hours normally associated with those of a part-time assignment, the College shall continue to pay salary to the regular or probationary full-time Employee on the basis of full-time salary.

## **Article 23: Union Deductions**

### **Deductions**

- 23.1 The College shall deduct:
- (a) from the salary of each Employee, an amount equal to the amount of the membership dues prescribed by the Union;
  - (b) from the salary of each Employee, such other amount(s) as may, from time to time, be agreed upon by the College and the Union;
  - (c) from the salary of an Employee, such other amount(s) as may, from time to time, be authorized by that Employee and approved by the College.

### **Notification of Deduction**

- 23.2 The Union shall inform the College in writing of the schedule of payment and authorized amount(s) to be deducted in accordance with clause 23.1 (a) and (b). The amount(s) and schedule shall continue in effect until changed by a further written notice to the College at least sixty (60) days prior to the date upon which the change is to come into effect.

### **Remittance of Union Deductions**

- 23.3 (a) The amounts deducted in accordance with clause 23.1 (a) and (b) shall be remitted by the College to the Union as soon as possible but not later than fourteen (14) days after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on that Employee's behalf.
- (b) The College shall indicate on each Employee's Income Tax T4 form the amount of money deducted for Union membership dues.

### **Liability**

- 23.4 The Union agrees to indemnify and save the College harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the College.

## **Article 24: Official Employment File**

### **Access to File**

- 24.1 (a) The College shall keep only one Official Employment File of every Employee in its employ. The Official Employment File shall be made available to the Employee for viewing during regular business hours. A copy of the total contents of the File shall also be made available to the Employee's Union representative upon presentation of a letter signed by the Employee and authorizing the Union representative to view the File.
- (b) The Employee, or the Union representative authorized in accordance with clause 24.1 (a), shall be given a copy of any or all of the contents of the Official Employment File if requested after the viewing. If so requested by the College, costs associated with duplication shall be borne by the Union or the Employee, according to who requests the copies. The costs shall be limited to the cost of paper and machine costs.
- (c) The Official Employment File shall be kept at the Central Office of the College. If an Employee or Union representative, authorized in accordance with clause 24.1 (a), requests to review the Official Employment File at a Campus, the College shall make a copy of the total contents of the File available within a reasonable period of time. Where such request to review the Official Employment File at a Campus has been made and the transfer of the copy of the total contents of the File to the Campus takes more than two (2) days, time limits specified in *Article 11: Complaint, Grievance and Arbitration Procedure* shall be extended by a period equivalent to any time in excess of the two (2) days.

### **Confidentiality**

- 24.2 The College and the Union further agree that the contents of the Official Employment File of an Employee shall be treated with the strictest confidence. Access to the Official Employment File of an Employee shall be restricted to the Employee, line management, human resource personnel of the

College and, when authorized in accordance with clause 24.1 (a), the Employee's Union representative.

#### **Placement of Documents on File**

##### ***Documents Not Related to Discipline***

- 24.3 (a) The College may place information on the Official Employment File of an Employee at any time. With the exception of routine information related to salary and benefits administration, however, when any non-disciplinary document is entered in the Official Employment File of an Employee, the Employee shall be given a copy of such document at the time of filing and shall be given an opportunity to review the document and to attach comments related to the document within a reasonable period of time.
- (b) An Employee may enter in the Employee's own Official Employment File any document related to the Employee's employment with the College; however, documents related to discipline shall be governed by clause 24.3 (e) and (f).
- (c) (i) If an Employee alleges that a non-disciplinary document on the Employee's own Official Employment File is untrue or inaccurate and the request for the removal of such comment(s) is denied by the College, the Employee may initiate a complaint in accordance with *Article 11: Complaint, Grievance and Arbitration Procedure*. Such allegation may be discussed at the complaint stage but the refusal by the College to remove such document shall not be grievable.
- (ii) Notwithstanding clause 24.3 (c) (i), a document that is grossly untrue shall be grievable.
- (d) No inference shall be drawn from the fact that an Employee does not initiate a complaint about the placement of a non-disciplinary document in the Official Employment File of that Employee.

##### ***Documents Related to Discipline***

- (e) The College shall place the record of any disciplinary action on the Official Employment File of an Employee in accordance with clause 30.5.
- (f) An Employee who elects not to pursue or continue with a complaint or grievance in accordance with *Article 11: Complaint, Grievance and Arbitration Procedure* shall have the right to attach comments related to the disciplinary action on the Official Employment File within the timeframes that would otherwise apply if the Complaint, Grievance or Arbitration process were continuing.
- (g) Where an Employee elects to attach comments related to a disciplinary action in accordance with clause 24.3 (f), the College may place a further document on the Official Employment File within fourteen (14) days of becoming aware that the Employee has attached comments. The College's document shall be specific to the Employee's response. Unless otherwise agreed by the College and the Union, no further comment related to the disciplinary action shall be added.

## **Limitations**

### ***Evidence from File***

- 24.4 The College shall not introduce as evidence in any proceeding involving an Employee any document that is not in, or referenced in, the Official Employment File of the Employee and which does not meet the requirements of clause 24.3.

### ***Disciplinary Documents***

- 24.5 (a) Any record of a disciplinary action entered in the Official Employment File of an Employee in accordance with clause 30.5 shall, upon written request by the Employee, be removed:
- (i) after the record of the disciplinary action has been on the File for four (4) years provided that no further disciplinary action has been recorded during this time; or
  - (ii) after a lesser period if, in the opinion of the College, the Employee's performance warrants the same.

Otherwise, the record of the disciplinary action shall be deemed to have been removed from the Official Employment File of that Employee after the material has been on the File four (4) years.

### ***Non-Disciplinary Documents***

- (b) Except for documents related to *Article 21: Employee Performance Review – Building Employee Success*, any unfavorable or referenced document entered in the Official Employment File shall be removed or deemed to have been removed from the File after the material has been on file for more than four (4) years provided that no further information related to the matter has been added to the File.

## **Retention of Documents**

- 24.6 Where the College determines a necessity to retain documentation removed from the file or deemed to have been removed, the College shall maintain that documentation in a separate file and such documentation will not be introduced as evidence in any proceeding under this Collective Agreement. The Employee shall be informed in writing that said documentation has been maintained in a separate file.

## **File to Remain Property of College**

- 24.7 Upon termination of employment, the Official Employment File of an Employee shall remain the property of the College; however, copies of documents contained in the File may be released only with the written consent of the Employee, or as provided for in clause 24.2.

## **Article 25: Continuous Employment, Continuous Service, and Seniority**

### **Continuous Employment**

#### ***Definition***

- 25.1 Continuous employment means uninterrupted employment with the College from the date the most recent employment commenced. Continuous employment shall be used to determine seniority in accordance with clauses 25.9 and 25.10.

***Periods Included***

25.2 Continuous employment as defined in clause 25.1 shall include periods of:

- (a) pregnancy, parental and adoption leave;
- (b) sick leave;
- (c) leave while on long-term disability up to and including forty-two (42) months;
- (d) leave of absence with or without pay;
- (e) vacation and recognized holidays;
- (f) learning leave;
- (g) suspension with or without pay;
- (h) lay-offs of up to forty-two (42) months;
- (i) deferred salary leave;
- (j) exchange;
- (k) secondment;
- (l) other leaves as provided for in this Collective Agreement; and
- (m) other leaves as may be agreed by the parties.

***Continuous Employment Forfeited***

25.3 Continuous employment shall be interrupted and therefore forfeited when an Employee:

- (a) resigns in writing;
- (b) resigns in writing and is in receipt of a pension under the *Teachers Pension Act* or the *Public Service Superannuation Act*;
- (c) is discharged from employment and is not reinstated through the grievance or arbitration procedure;
- (d) has employment terminated in accordance with clauses 13.10, 13.11, or 13.12;
- (e) is laid off for a period in excess of forty-two (42) months;
- (f) is laid off and waives recall rights in accordance with clause 26.3 or 26.7(b);
- (g) abandons the Employee's position and is deemed to have resigned in accordance with clause 13.15; or
- (h) completes a term or auxiliary appointment.

25.4 Notwithstanding clause 25.3 (h), where a term full- or part-time Employee is appointed as a term or probationary full- or part-time Employee within eighteen (18) weeks of the completion of the previous term appointment, the employment shall be deemed to be uninterrupted.

25.5 Notwithstanding clause 25.3, where a probationary or regular full- or part-time Employee is appointed to a recurring full- or part-time position in accordance with clauses 14.2 (b) or 14.2 (c),

the period when the Employee is not receiving salary shall not be deemed to be an interruption in employment.

### **Continuous Service**

#### ***Periods Excluded/Included***

- 25.6 Effective August 1, 1998, the following periods, while they count as continuous employment, shall not count as continuous service for the purpose of calculating severance pay, service awards and vacation entitlement and for determining when an Employee is eligible for an increment:
- (a) leave of absence without pay except for leave in accordance with clause 34.22 or where the leave is for a period of twenty-two (22) or fewer consecutive working days;
  - (b) leave while on long-term disability;
  - (c) suspension without pay except where the suspension is for a period of twenty-two (22) or fewer consecutive working days;
  - (d) period of up to eighteen (18) weeks between the completion of a term appointment and the commencement of another term appointment, or the commencement of a probationary or regular appointment; and
  - (e) period where a probationary or regular full- or part-time Employee, appointed to a recurring full- or part-time position, is not receiving salary.

With the exception of clause 25.6 (a) through (e), continuous service means the period of continuous employment, calculated in working days, with the College. Continuous service includes vacation and recognized holidays.

#### ***Calculation of Service***

- 25.7 For purposes of calculating continuous service and active service, a year shall be deemed to consist of two hundred and sixty-one (261) working days.
- 25.8 Notwithstanding clause 25.6, continuous service prior to August 1, 1998 shall be calculated according to the appropriate agreement in effect prior to the coming into force of this Collective Agreement.

### **Seniority**

#### ***Definition of Seniority***

- 25.9 (a) Seniority means the length of continuous employment with the College, as defined in clause 25.1, of a regular full-time or regular part-time Employee appointed to a continuing full-time or recurring full- or part-time position within the Professional Support and/or Faculty bargaining unit. For greater certainty, an Employee who has continuous employment with the College which includes service that would have counted as continuous employment in the Professional Support bargaining unit had the Employee remained in the former position or positions continuously up to August 1, 1998 shall have that continuous employment included in the Employee's seniority.

- (b) Where two or more regular full- or part-time Employees have equal seniority and it is necessary to determine the relative seniority of these Employees, the relative ranking shall be determined by lot at a meeting where representatives of the College and the Union are present.

#### ***Calculation of Seniority***

- 25.10 (a) Notwithstanding clause 25.9, a person employed prior to August 1, 1998 in the capacity of Employee and continuously employed in that capacity from that date until August 1, 1998 shall have seniority for the period prior to August 1, 1998 established according to the Collective Agreement applying to that Employee prior to the coming into effect of sections 87(4) and 88(4) of the *Community Colleges Act* and of this Collective Agreement. Effective August 1, 1998, additional seniority shall be established pursuant to clause 25.9.
- (b) A person employed prior to August 1, 1998 in the capacity of an Employee and continuously employed in that capacity from that date until August 1, 1998 whose terms and conditions of employment were not governed by a Collective Agreement shall have seniority established pursuant to clause 25.9.

#### ***Acquisition of Seniority***

- 25.11 Probationary full- or part-time or term full- or part-time or auxiliary Employees shall not acquire seniority during such appointments. However, where an Employee is granted regular status, seniority shall be granted for such period of continuous employment with the College in accordance with clauses 25.9 and 25.10.

#### ***Seniority List***

- 25.12 The College shall prepare annually, by November 1, a seniority list indicating the names, seniority and campus of all regular full- or part-time Employees. This list shall be conclusive evidence of the seniority of regular full- or part-time Employees. The list shall be posted by the College at each campus by November 1, and a copy shall be forwarded to the Union. Changes since the last posting shall be highlighted. Only changes made to the list since the last posting shall be grievable. The resulting list shall be conclusive evidence of the seniority of regular full- or part-time Employees.

#### ***List of Probationary Full- or Part-Time Employees***

- 25.13 A list showing the names, date of commencement of continuous employment, and campus of all probationary full- or part-time Employees shall be prepared annually by November 1. The list shall be posted by the College at each campus by November 1. A copy shall be forwarded to the Union.

#### ***List of Term Full- or Part-Time Employees***

- 25.14 A list showing the names, date of commencement of continuous employment, and campus of all term full- or part-time Employees shall be prepared annually by November 1. The list shall be posted by the College at each campus by November 1, and a copy shall be forwarded to the Union.

#### ***Change in Legal Status of College***

- 25.15 Any change in the legal status of the College or organizational unit thereof shall not affect the seniority of any Employee who was in the employ of the College at the time of such change. The seniority of any Employee shall be the same as if the change had not taken place.



### ***Loss of Seniority***

25.16 Seniority shall be lost, all rights forfeited and there shall be no obligation to rehire where an Employee:

- (a) resigns in writing;
- (b) resigns in writing and is in receipt of a pension under the *Teachers' Pension Act* or the *Public Service Superannuation Act*;
- (c) is discharged from employment and is not reinstated through the grievance or arbitration procedure;
- (d) is laid off for a period in excess of forty-two (42) months;
- (e) is laid off and waives recall rights in accordance with clause 26.3 or 26.7(b); or
- (f) abandons the Employee's position and is deemed to have resigned in accordance with clause 13.15.

### ***Leave of Absence***

25.17 Where an Employee is appointed as a probationary full- or part-time staff member in another bargaining unit of the College, the Employee shall be granted a leave of absence without pay from the Professional Support bargaining unit for the probationary period.

## **Article 26: Position Reductions, Lay-Off and Reinstatement**

### **Position Reductions and Lay-offs**

26.1 Where it is operationally feasible and consistent with the requirement to provide quality programs and services within existing financial resources, the College shall accomplish any necessary reductions in the number of continuing or recurring positions without recourse to the lay-off of:

- (a) Employees with regular status;
- (b) Employees with probationary status who have served a twenty-four (24) month probationary period (or thirty-six month probationary period for recurring part-time positions) and have met the appropriateness and suitability criteria for regular status as documented in performance reviews, but who have not been able to complete CCEDP as a direct result of a written request(s) from the College to defer completion of CCEDP due to operational requirements. In such cases, the date for seniority purposes shall be the date that would have applied if the Employee had completed CCEDP.

### **Definitions**

26.2 (a) **Unfilled Position** means a position without an incumbent that the College intends to fill, or a position that is temporarily filled by a term Employee, including Employees with regular status in a term appointment whose names are on the Reinstatement List. Unfilled positions include all those identified by the College at the time this article is applied that are, or are known to become, available up to and including the date of lay-off.

- (b) **Position Category** means those categories outlined in *Article 14: Position Categories*.
  - (i) *Same Position Category*: An Employee assigned to place or displace to the same position category means:
    - 1. from a continuing full-time position to a continuing, full-time position
    - 2. from a recurring full-time position to a recurring, full-time position
    - 3. from recurring part-time position to a recurring part-time position
  - (ii) *Lesser Position Category*: An Employee assigned to place or displace to a lesser position category means:
    - 1. from a continuing full-time position to a recurring full- or part-time or to a term full- or part-time position
    - 2. from a recurring full-time position to a recurring part-time position or to a term part-time position
    - 3. from a recurring part-time position to a term part-time position
- (c) **Placement** means an appointment without competition to an unfilled position. Positions filled on a term basis shall be considered unfilled positions for the purposes of placement.
- (d) **Displacement** means an assignment to displace an Employee with the least possible seniority as specified in the applicable displacement step in clause 26.3.
- (e) **Specified Timeframe** means the two (2) working days, exclusive of the day an option(s) is provided, during which an Employee can make a choice at any step in clause 26.3.
- (f) **Position Title** means those titles listed in *Section A: Salary Grids of Schedule 1: Professional Support Classification and Salary Plan*.
- (g) **Classification** means the salary grids (PS 1, 2, etc.) outlined in *Section A: Salary Grids of Schedule 1: Professional Support Classification and Salary Plan*.

#### **Steps in Placement and Displacement**

26.3 The following sequential steps shall apply to an Employee who is at risk of lay-off due to the elimination of the position occupied by the Employee.

#### **Step 1:**

***Placement - Same Campus - Same Classification - Same Position Category OR***

***Placement - Same Campus - Same Classification - Term Position Category***

- (a) An Employee shall be placed in an unfilled position having the same classification and position category at the same Campus as that of the position being eliminated.
- (b) An Employee who declines placement in accordance with Step 1(a) shall be deemed to have resigned and is not eligible for either severance or reinstatement.

- (c) Where no placement is available in accordance with clause 26.3 (a), an Employee may elect to accept a placement to a term position at the same Campus in same classification and defer application of the provisions of this article until the end of the term appointment.

**Step 2:**

***Placement - College - Same Position Category – Same Classification OR***

***Displacement – Same Campus - Same Position Category – Same Classification - Least Possible Seniority***

Where a placement does not occur at Step 1, the Employee shall be offered the choice of available options as follows:

*Placement Option*

- (a) placement in an unfilled bargaining unit position(s) with the same classification and same position category in the College; and

*Displacement Option*

- (b) displacement of an Employee with the least possible seniority in the same classification, same position category at the same Campus.

*If No Placement or Displacement Option*

- (c) If there is no placement or displacement option at this Step, the Employee may:
  - (i) proceed to Step 4; or
  - (ii) choose to be laid off, direct the College to place the Employee's name on the Reinstatement List, and be eligible to receive severance, if applicable, if applicable, in accordance with clauses 26.7 and 26.8; or
  - (iii) Resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

*If Option(s) Declined*

- (d) If an Employee chooses not to accept an option identified in accordance with Step 2, the Employee may:
  - (i) choose to be laid off , direct the College to place the Employee's name on the Reinstatement List, and be eligible to receive severance, if applicable, in accordance with clauses 26.7 and 26.8; or
  - (ii) resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

**Step 3:**

***Placement – College - Same Position Category - Same Classification***

Step 3 applies to an Employee who has been displaced at Step 2.

*Placement*

- (a) The Employee shall be offered the choice of unfilled bargaining unit position(s) in the same position category and classification in the College.

*If No Placement*

(b) If no placement is available at this Step, the Employee may:

- (i) move to Step 4; or
- (ii) choose to be laid off, direct the College to place that the Employee's name on the Reinstatement List, and receive severance, if applicable, in accordance with clauses 26.7 and 26.8; or
- (iii) resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

*If Option(s) Declined*

(c) If an Employee chooses not to accept a position identified in accordance with Step 3, the Employee may:

- (i) choose to be laid off, direct the College to place the Employee's name on the Reinstatement List, and receive severance, if applicable, in accordance with clauses 26.7 and 26.8; or
- (ii) resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

**Step 4:**

***Placement – Same Campus – Same or Lesser Position Category – Same or Lower Classification OR***

***Displacement – College – Least Possible Seniority - Same or Lesser Position Category – Same Classification***

Step 4 applies to an Employee who has not been assigned a placement or displacement in the previous steps. The Employee shall be offered the choice of available options as follows:

*Placement Option*

- (a) placement in an unfilled bargaining unit position(s) in the College that are in the same or lesser position category and in the same or lower classification level; and

For greater certainty, either the position category or the classification level or both of the placement opportunity would be lower than that of the Employee's previous position.

*Displacement Option*

- (b) displacement of the Employee with the least possible seniority in the same or lesser position category and same classification in the College.

*If Option Accepted*

(c) Where an Employee is assigned to another position in accordance with this step:

**Placement**

- (i) An Employee who accepts a placement shall be paid in accordance with the classification level and position category of the position into which the Employee is placed; and

- (ii) The Employee may direct the College to place the Employee's name on the Reinstatement List; and
- (iii) The Employee shall not be eligible to receive severance in accordance with clauses 26.7 and 26.8; however, if the Employee is subsequently laid off from the position into which the Employee was placed, severance pay shall be calculated as if the Employee were still in the position that was previously eliminated.
- (iv) notwithstanding (i), (ii) and (iii), where the placement is into a term position, the application of clause 26.3 shall be suspended until the end of the term appointment.

**Displacement**

- (v) An Employee who accepts a displacement shall be paid in accordance with the classification level and position category of the position into which the Employee displaces; and
- (vi) The Employee shall not be eligible to have the Employee's name on the Reinstatement List; and
- (vii) The Employee shall not be eligible for severance.

***If No Placement or Displacement Option***

- (d) Where the College does not provide an option at this Step, the Employee may:
  - (i) proceed to Step 5; or
  - (ii) choose to be laid off, direct the College to place the Employee's name on the Reinstatement List, and receive severance, if applicable, in accordance with clauses 26.7 and 26.8; or
  - (iii) resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

***If Option(s) Declined***

- (e) Where an Employee declines an option(s) at this step, the Employee may;
  - (i) choose to be laid off, direct the College to place the Employee's name on the Reinstatement List and receive severance, if applicable, in accordance with clauses 26.7 and 26.8; or
  - (ii) resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

***Step 5:***

***Placement – College - Same Position Category - Lower Classification OR***

***Displacement – Same Campus or College – Same or Lesser Position Category – Same or Lower Classification***

Step 5 applies to an Employee who has not been assigned a placement or displacement in the previous steps or was displaced at Step 4 (b). At Step 5, either the position category or the classification level or

both, of the displacement option shall be lower than that of the Employee's previous position. The Employee shall be offered the choice of available options as follows:

*Placement*

- (a) unfilled bargaining unit position(s) in the College that are in the same position category and lower classification level; and

*Displacement*

- (b) the option to displace the Employee with the least possible seniority in the same or lesser position category and the same or lower classification at the same Campus or the College.
- (c) Notwithstanding Step 5(b), the option for displacement offered at the College shall be limited to a classification not lower than two salary bands lower than that of the displacing Employee.

*If Option Accepted*

- (d) Where an Employee is assigned to another position at this step:

*Placement*

- (i) An Employee who is placed shall be paid in accordance with the classification level and position category of the position into which the Employee is placed; and
- (ii) The Employee may direct the College to place the Employee's name on the Reinstatement List; and
- (iii) The Employee shall not be eligible to receive severance in accordance with clauses 26.7 and 26.8; however, if the Employee is subsequently laid off from the position in which the Employee was placed, severance pay shall be calculated as if the Employee were still in the position that was previously eliminated.

*Displacement*

- (iv) An Employee who is assigned to displace shall be paid in accordance with the classification level and position category of the position into which the Employee displaces; and
- (v) The Employee shall not be eligible for Reinstatement; and
- (vi) The Employee shall not be eligible for severance.

*If No Placement or Displacement Option at Step 5*

- (e) Where the College does not provide an option of placement or displacement at this step, the Employee may:
  - (i) choose to be laid off, direct the College to place the Employee's name on the Reinstatement List and receive severance, if applicable, in accordance with clauses 26.7 and 26.8; or
  - (ii) resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

*If Option(s) Declined at Step 5*

- (f) Where an Employee declines an option(s) at this step, the Employee may:
  - (i) choose to be laid off, direct the College to place the Employee's name on the Reinstatement List and receive severance, if applicable, in accordance with clauses 26.7 and 26.8; or
  - (ii) resign and receive severance, if applicable, in accordance with clauses 26.7 and 26.8.

**Guiding Principles and Conditions for Placement and Displacement**

26.4 The following conditions shall govern the application of clause 26.3:

***Criteria for Placement***

- (a) An Employee shall only be placed in an unfilled position where the Employee meets, in the judgment of the College, the criteria stipulated in clause 13.1 for the unfilled position.

***Criteria for Displacement***

- (b) An Employee shall only be assigned to displace an Employee in another position where:
  - (i) the Employee meets, in the judgement of the College, the criteria stipulated in clause 13.1 for the position whose incumbent would be displaced; and
  - (ii) the displacing Employee has greater seniority than the Employee being displaced.

***Placement and Displacement Limited to Professional Support Bargaining Unit***

- (c) The positions to which placement and displacement provisions apply are limited to those in the Professional Support Bargaining Unit.

***Probationary Employees Subject to Displacement Steps***

- (d) Except as provided in clause 26.1 (b), Employees with probationary status have no placement or displacement rights under this Article. Continuing positions filled by probationary Employees shall be subject to displacement steps.

***College Determines Displacement Assignment***

- (e) Where more than one continuing position is filled by a probationary Employee, the College shall determine the best displacement assignment for the affected Employee.

***Application in Order of Descending Seniority***

- (f) Where more than one Employee with regular status is at risk of lay-off, clause 26.3 shall first be applied to the Employee with the highest seniority.
- (g) Where more than one position is being eliminated and an Employee with the highest seniority has exercised the Employee's rights under this article, the Employee next eligible to have the provisions of clause 26.3 applied is the Employee at risk of lay-off who has the next highest seniority. Sample scenario:

- (i) Employee "A" with ten (10) years of seniority and Employee "B" with eight (8) years of seniority are at risk of lay-off due to the elimination of their positions. The provisions of clause 26.3 shall first apply to Employee "A".
- (ii) If Employee "A" displaces Employee "C" at Step 2, and Employee "C" has nine (9) years of seniority, Employee "C" will have the opportunity to have clause 26.3 apply, beginning at Step 3, before the remaining provisions of clause 26.3 are applied to Employee "B".

***Steps in Placement and Displacement are Sequential***

(h) Application of the steps in clause 26.3 is a sequential process; for example:

- (i) If no displacement occurs at Step 1, the Employee whose position is eliminated proceeds to Step 2; or
- (ii) If displacement occurs at Step 2, the application of clause 26.3 continues at Step 3 with the displaced Employee.

***Position Temporarily Vacated: Status/Seniority of Vacating Employee Applies***

- (i) Where a position has been temporarily vacated by an Employee with regular status, the status and seniority of that Employee shall be used in the application of this article.

***Term Appointment Delays Application of Clause 26.3***

- (j) Where an Employee whose position is being eliminated accepts a term assignment or secondment prior to clause 26.3 being invoked, the application of clause 26.3 shall be delayed accordingly.

***No Assignment to Higher Position Category or Classification Level***

- (k) An Employee, including an Employee whose name is on the Reinstatement List, shall not be assigned to a position where that would result in an Employee being promoted to a higher position category or classification level through the application of clauses 26.3 or 13.5.

***Placement or Displacement Option to Minimize Negative Financial Impact***

- (l) Where there is more than one option for displacement or placement to a lesser position category and/or lower classification level, the college shall off the option(s) that result in the least negative financial impact to the Employee.

***Assignment at two (2) or more Campuses***

- (m) An Employee whose assignment is at two (2) or more Campuses shall be considered an Employee at the Campus with the greatest percentage of duties. If the duties are evenly distributed between Campuses, the Employee's Campus shall be designated by the College upon appointment.

***Resignation and Severance***

- (n) An Employee in danger of lay-off may choose to resign and accept severance, if applicable, in accordance with clauses 26.7 and 26.8.



***Rights Not Lost***

- (o) Except as provided in this article, no regular full-time Employee shall lose any rights under this article by declining an assignment.

**Layoff or Termination of Employment*****Employees with Regular Status***

- 26.5 (a) An Employee who has not been assigned to another position or who has not resigned through the application of clause 26.3 shall be laid off, and the reinstatement provisions of this article shall apply.
- (b) The College shall give an Employee who is to be laid off at least three (3) months written notice.

***Employees with Probationary or Term Status***

- 26.6 Where the application of clause 26.3 results in the end of employment of a term or probationary Employee, the employment of that Employee shall be terminated in accordance with the timeframe set out in clause 13.11.

**Eligibility for Severance Pay**

- 26.7 Except as provided in clause 26.8, an Employee who is in receipt of a notice of lay-off and has five (5) or more years seniority, is laid off and:

- (a) remains on the Reinstatement List for sixteen (16) continuous months from the effective date of lay-off; or
- (b) resigns in writing;

shall be eligible for severance pay. The severance pay shall then be paid not later than one (1) month after the date the Employee becomes eligible to receive the severance pay.

- 26.8 Notwithstanding clause 26.7, severance pay shall not be paid to:

- (a) an Employee who displaces another Employee through the application of clause 26.3;
- (b) an Employee who has credit for thirty-five (35) or more years of pensionable service under either of the two applicable pension plans and whose pension would not be subject to an actuarial reduction.

**Severance Pay or Service Award**

- 26.9 (a) An Employee who is eligible to receive both severance pay in accordance with clause 26.7 and a Service Award in accordance with clause 39.3, shall receive both. However, those Employees covered under *Schedule 3: Public Service Award* or *Schedule 4: College Service Award* shall have the maximum amount capped in accordance with clause 39.4.
- (b) Where an Employee has previously elected to receive a Service Award Cash Surrender Value and later elects to receive severance pay instead of a Service Award, the amount of that severance pay, provided the conditions noted in clause 26.10 have been met, shall be

reduced by the amount of the Service Award - Cash Surrender Value previously provided to the Employee.

#### **Amount of Severance Pay**

- 26.10 (a) Subject to clauses 25.6, 25.7, and 25.8, an Employee shall receive severance pay equal to two percent (2%) of the Employee's annual salary multiplied by the amount of continuous service of the Employee calculated in days in accordance with clauses 25.6, 25.7, and 25.8 and divided by two hundred and sixty-one (261). For greater certainty, Employees covered by the previous NSTU Collective Agreement shall have continuous service of each one hundred ninety-five (195) days earned prior to August 1, 1998 equated to two hundred sixty-one (261) days.
- (b) Notwithstanding clause 26.10 (a), the severance pay for an Employee shall not exceed forty percent (40%) of the annual salary payable to a PS4 Step 9.

#### **Reinstatement List**

- 26.11 Where an Employee has been given written notice of lay-off, the Employee may direct the College to place that Employee's name on the Reinstatement List. The name of the Employee shall remain on the Reinstatement List until forty-two (42) months beyond the date of lay-off unless:
- (a) the Employee is appointed with regular status to a position with the same classification and position category as the position eliminated.
- (b) the seniority of the Employee is lost in accordance with clause 25.16; or
- (c) the Employee resigns in accordance with clauses 26.3 or 26.7(b).

#### **Conditions for Reinstatement**

- 26.12 An Employee whose name is on the Reinstatement List shall provide the College with an e-mail address. While the Employee's name remains on the Reinstatement List, the College shall send notice of vacancies to the e-mail address provided.
- 26.13 Where a regular full-or part-time Employee on the Reinstatement List is appointed to a continuing full-time, recurring full-time or recurring part-time position, the Employee shall be given a regular full- or part-time appointment except as provided for in clauses 15.13, 15.16, or 15.20, when the appointment shall be term full- or part-time, auxiliary or casual, as appropriate.
- 26.14 Where an Employee with probationary status on the Reinstatement List in accordance with clause 26.1(b) is appointed to a continuing or recurring position, the Employee shall have probationary status until CCEDP is completed within a timeframe approved by the College.
- 26.15 Where an Employee on the Reinstatement List is appointed to a term full- or part-time position, or replaces an Employee who has temporarily vacated a position, the name of the Employee shall remain on the Reinstatement List in accordance with clause 26.11.

#### **Transfer of Employees**

- 26.16 Where a position occupied by an Employee is transferred to another Campus, the Employee shall be offered the position in the new location.

- 26.17 Notwithstanding clauses 26.16, where position eliminations involving lay-offs in the bargaining unit are in effect, the transfer provided for in clauses 26.16 shall occur only after the College has applied clause 26.3.

### **Relocation Expenses**

- 26.18 Where an Employee - as a result of the application of clause 26.16 or clause 26.3 relocates to a continuing position at a Campus of the College that is fifty (50) kilometres or more from that Employee's assigned Campus, the College shall pay the actual relocation expenses - the movement of household goods - up to a maximum as follows:

- (a) greater than 50 km and less than 500 km: \$2,000;
- (b) greater than 500 km: \$2,500.

A claim for relocation expenses shall be supported by receipts and submitted to the College.

## **Article 27: Health and Safety**

- 27.1 The College, the Union and Employees value the health and safety of all persons on College premises. Accordingly, the parties to this Collective Agreement commit to work together to protect and promote health and safety and to take every precaution, reasonable in the circumstances, to ensure that College facilities are safe and healthy and comply with the provisions of the *Nova Scotia Occupational Health and Safety Act*. 1996, c.7, s.1.
- 27.2 The College shall establish, in addition to the Joint Occupational Health and Safety Committees established in accordance with the *Occupational Health and Safety Act*. 1996, c.7, s.1, a Joint Steering Committee on Occupational Health and Safety - including representation from this and other bargaining units in the College - for the purpose of advising the College on occupational health and safety matters in the College. At least half of the membership on the Joint Steering Committee shall be comprised of non-management persons employed by the College. At least one of these non-management members shall be appointed by the Union.
- 27.3 Every Employee shall be entitled to requisition any personal safety equipment and clothing that is necessary and required in the performance of assigned duties. The approval of the requisition shall be at the discretion of the College.
- 27.4 A pregnant Employee who is assigned to work for fifty per cent (50%) or more of the Employee's instructional time at a video display terminal may request an alternate work accommodation. The College shall consider the request. The decision of the College shall be non-grievable.

## **Article 28: Third Party Liability Insurance**

- 28.1 The College shall obtain and keep in force, at the College's expense, a policy of third party liability insurance which shall protect each Employee to an extent of not less than two million dollars (\$2,000,000.00) from claim which may arise against an Employee acting within the scope of employment with the College in accordance with *Article 19: Duties*.

- 28.2 The policy shall be a first (1st) payer in relation to any policy carried by or on behalf of an Employee for claims as noted in clause 28.1.

## **Article 29: Legal Assistance and Protection**

- 29.1 Where an Employee, as a result of acting lawfully in the performance of the Employee's duties, is prosecuted or sued by a party other than Her Majesty or a party to this Collective Agreement, the College shall undertake to defend such Employee provided that the Employee shall cooperate fully with the defense provided. However, where an Employee retains the Employee's own legal counsel, the College shall be relieved of all obligation under this article.

## **Article 30: Discipline**

### **Purpose of Discipline**

- 30.1 Both parties to this Collective Agreement recognize the value of progressive discipline in correcting the behaviour of an Employee. Discipline shall be appropriate to the behaviour and individual circumstances of the Employee. However, this does not preclude the College, where the Employee's behaviour so warrants, from imposing a suspension with or without loss of salary or discharge from employment as the first step in the disciplinary process.

### **Types of Discipline**

- 30.2 The College may, for just cause, discipline an Employee at any time according to the following sanctions:
- (a) written reprimand;
  - (b) suspension with loss of salary; or
  - (c) discharge from employment.

### **Reasons For Discipline Provided**

- 30.3 An Employee who has been disciplined shall be notified in writing at the time of the disciplinary action. This notice shall include reason(s) for the discipline. Additional reason(s) that become known to the College subsequent to the written notice may be added at the time they become known to the College by notifying the Employee and the Union in writing at that time. However, new grounds for the disciplinary action so imposed shall not be raised by the College more than thirty-five (35) days after the Employee has received the reasons for the disciplinary action in writing.

### **Salary Deduction**

- 30.4 Notwithstanding clause 30.3, no salary shall be deducted from an Employee until:
- (a) in the case of an Employee who does not grieve the suspension: seven (7) days have elapsed from the date the Employee was notified in writing of the suspension; or
  - (b) in the case of an Employee who grieves the suspension: the date the Employee was notified of the College's decision following the meeting specified in clause 11.9 (b).

**Record of Discipline Placed on Official Employment File**

30.5 A record of the disciplinary action shall be placed on the Official Employment File of the Employee.

**Discipline Varied or Revoked**

30.6 The College may, at any time, vary or revoke the discipline of an Employee and, where the disciplinary action is revoked, it shall be deemed not to have taken place.

**Benefits During Disciplinary Suspension**

- 30.7 (a) Disciplinary suspensions for a period up to and including three (3) months shall be without loss of benefits as specified in *Article 41: Health and Welfare Benefits*. Notwithstanding Article 41, where the disciplinary suspension is for a period in excess of three (3) months, the College shall not contribute to the Employee's benefits as specified in Article 41 for the period in excess of three (3) months. However, these benefits may be maintained during this period by the Employee paying for the entire cost of such benefits.
- (b) Notwithstanding clause 30.7 (a), where a suspension is imposed as the result of civil or criminal action against the Employee, benefits - in accordance with *Article 41: Health and Welfare Benefits* - shall be maintained by the College until it is appropriate for an arbitrator to decide on the merits of the suspension.

**Complaint and Grievance Involving Written Reprimand**

30.8 An Employee who is given a written reprimand may initiate the complaint and grievance procedure commencing at clause 11.2.

**Grievance of Suspension or Discharge from Employment**

30.9 An Employee who is suspended or discharged from employment may grieve the suspension or discharge commencing at clause 11.9 (a).

**Advance Notice of Disciplinary Meeting**

30.10 Where the College intends to interview and/or asks for a meeting with an Employee, which could result in disciplinary action, the College shall so inform the Employee at the time the meeting is arranged. The College shall advise the Employee of the Employee's rights to have a Union representative present at such meeting and /or interview.

**Union Representation**

30.11 Upon notification to the College, the Employee may be accompanied by a Union representative at any meeting with the College, which the Employee believes may result in disciplinary action. However, the unavailability of a Union representative shall not delay the meeting for more than twenty-four (24) hours unless the Union and the College agree otherwise.

**Non-Disciplinary Suspension to Investigate Allegation**

30.12 The College may also suspend an Employee for a reasonable time, with salary and without loss of benefits specified in *Article 41: Health and Welfare Benefits*, for the purpose of investigating an allegation of misconduct that may result in the Employee being disciplined. The Employee shall be informed in writing of the reason(s) for the suspension at the time of the suspension. Upon conclusion of the investigation, the results of the investigation shall be provided in writing to the Employee.

# Leave

## Article 31: Vacation

### Vacation Entitlement

- 31.1 (a) An Employee who has twelve (12) months of active service during a vacation year shall earn annual vacation with pay as follows:
- (i) An Employee with nine (9) years or fewer of continuous service shall be entitled to twenty-two (22) days of vacation.
  - (ii) An Employee with more than nine (9) years of continuous service and not more than seventeen (17) years shall be entitled to twenty-seven (27) days of vacation.
  - (iii) An Employee with more than seventeen (17) years of continuous service shall be entitled to thirty-two (32) days of vacation.
- (b) For the purposes of calculating vacation, the vacation year shall be deemed to consist of two hundred sixty-one (261) working days. For the purpose of this article and *Article 32: Recognized Holidays*, a paid sick day shall be a working day. The calculation of vacation earned shall be round off to the nearest half-day.
- (c) Where an Employee's vacation year includes vacation entitlement in accordance with both clauses 31.1 (a) (i) and (a) (ii) - or both clauses 31.1 (a) (ii) and (a) (iii) - the total vacation entitlement for that year shall be calculated per the example in *Appendix 1: Vacation Entitlement Calculations*.

### Definitions

#### Active Service

- 31.2 Active service means the period of employment as a regular full- or part-time, probationary full- or part-time, or term full- or part-time Employee in any academic year, except for the following periods:
- (a) unpaid sick leave, long-term disability; pregnancy, parental and adoption leave; or other leave of absence without pay;
  - (b) period of unauthorized absence;
  - (c) suspension without pay in accordance with *Article 30: Discipline*;
  - (d) lay-off in accordance with *Article 26: Position Reductions, Lay-off, and Reinstatement*;
  - (e) deferred salary leave in accordance with *Article 42: Deferred Salary Leave Plan*;
  - (f) period between the completion of a term appointment and the commencement of another term appointment or the commencement of a probationary or regular appointment; and

- (g) period where a probationary or regular full- or part-time Employee, appointed to a recurring position of fewer than twelve (12) months annually is not receiving salary.

31.3 Notwithstanding clause 31.2, active service shall include periods of absence of twenty-two (22) consecutive working days or fewer.

***Continuous Service***

31.4 Continuous service is as defined in clause 25.6.

***Vacation Year***

31.5 The vacation year shall be the work year. The vacation period is part of the vacation year and part of the work year.

***Vacation Prorated***

31.6 A probationary part-time, regular part-time, or term part-time Employee and/ or an Employee with fewer than twelve (12) months active service during a vacation year shall be granted days of paid vacation on a pro rata basis or salary in lieu thereof. Pro-rated vacation leave calculations are included in *Appendix 1: Vacation Entitlement Calculations*.

***Vacation Scheduling***

31.7 The parties recognize that taking earned vacation supports the health and wellness of Employees. Except as otherwise provided in this Collective Agreement, vacation leave entitlement shall be deemed to have been taken within the year in which it is earned.

- 31.8
- (a) An Employee shall advise the College of the Employee's vacation preference eight (8) weeks in advance of the vacation period.
  - (b) In situations where the requested vacation periods of two or more Employees conflict, the College shall advise such employees of the conflict with the goal of effecting a vacation schedule agreeable to the Employees affected. If a mutually acceptable schedule cannot be arranged, then preference in the vacation schedule shall be given to the Employee(s) with the greatest seniority.
  - (c) The College shall make every reasonable effort to ensure that an Employee's written request for vacation is approved. Where, in scheduling vacations, the College is unable to comply with the Employee's request, the College shall:
    - (i) give reasons for the denial; and
    - (ii) make every reasonable effort to grant an Employee's vacation in the amount and at such time as the Employee may substitute for the original request.
  - (d) At the Employee's request, the College shall make every reasonable effort to grant the vacation entitlement in a single, unbroken period of leave.
  - (e) An Employee taken ill or injured in an accident immediately preceding the period which has been scheduled as vacation shall be allowed to postpone said vacation to a mutually acceptable later date.

- (f) If an Employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate acceptable to the College from a legally qualified medical practitioner, the Employee shall be granted sick leave, and the Employee's vacation days shall be reinstated to the extent of the sick leave.

#### **Vacation Carryover and Accumulation**

- 31.9
- (a) An Employee must take the minimum number of vacation days in accordance with Labour Standards legislation and, in accordance with clause 31.7, is expected to use vacation in the year in which it is earned.
  - (b) Notwithstanding clause 31.9 (a), vacation leave for a period of not more than ten (10) days may be carried over to the following year.
  - (c) An Employee may accumulate up to a maximum of twenty-five (25) days if, in the opinion of the College, it will not interfere with the operational requirements of the College. For greater certainty, the maximum liability of the College for vacation earned but not taken shall not exceed twenty-five (25) days.
  - (d) Notwithstanding clauses 31.9 (a), (b), and (c) an Employee who is unable to commence that Employee's earned vacation leave during the vacation year due to sick leave, or pregnancy, parental or adoption leave shall be able to carry over the vacation leave into the next vacation year. The carry over entitlement shall be used during the next two (2) years and shall be scheduled with the mutual consent of the Employee and the College.
  - (e) Notwithstanding clause 31.9(d), an Employee who has used one hundred ninety-five (195) days of sick leave during any academic year shall not be entitled to carry forward vacation leave earned during that year into the next academic year.

#### **College-Initiated Changes in Approved Vacation Schedule**

- 31.10 Notwithstanding clause 31.9, where the College, in agreement with an Employee, schedules the Employee to be at work during all or part of the Employee's approved vacation period, the Employee may elect to carry over the Employee's unused vacation, or any portion thereof, beyond the annual carryover limit of ten (10) days and/or maximum accumulation of twenty-five (25) days, into one (1) or two (2) of the next two (2) work year(s). Vacation entitlement carried forward shall lapse if not used prior to the end of the year(s) into which it was carried forward.
- 31.11
- (a) The College shall make every reasonable effort not to recall an Employee to work after the Employee has proceeded on vacation.
  - (b) Where, during any period of vacation, an Employee is recalled to work, the Employee shall be reimbursed for reasonable expenses incurred:
    - (i) in proceeding to the place of employment; and
    - (ii) in returning to the place from which the Employee was recalled if the Employee immediately resumes vacation upon completion of the assignment for which the Employee was recalled.



- (c) The period of vacation displaced because of the recall, including transportation time, shall either be added to the vacation period, if requested by the Employee, or reinstated for use at a later date.
- (d) When the College cancels or alters a period of vacation which it had previously approved in writing, the College shall reimburse the Employee for the non-refundable portion of vacation contracts and reservations made in respect to that period, subject to the presentation of such documentation as the College may require.

31.12 Any vacation earned during secondments, paid leaves, exchanges and/or Learning Leaves shall be deemed to have been scheduled and taken during the period of the secondment, leave, exchange and/or professional development.

#### **Salary During Vacation**

31.13 Remuneration during vacation periods shall be at the same rate as during the period in which the vacation entitlement was earned.

#### **Payment in Lieu of Vacation**

31.14 Except where an Employee does not provide notice of resignation in accordance with clause 13.16, an Employee whose employment is terminated shall be compensated for:

- (a) any unused vacation earned in the year the termination takes place; and
- (b) any vacation accumulated in accordance with clauses 31.9 and 31.10.

31.15 In the event of an Employee's death, the beneficiary specified in the life insurance policy of health and welfare benefits or Employee's estate shall be paid for:

- (a) any earned vacation unused; and
- (b) any vacation accumulated in accordance with clauses 31.9 and 31.10.

### **Article 32: Recognized Holidays**

32.1 Recognized paid holidays for Employees shall be:

- (a) Labour Day
- (b) Thanksgiving Day
- (c) Remembrance Day
- (d) Christmas Day
- (e) Boxing Day
- (f) New Year's Day
- (g) Good Friday

- (h) Easter Monday
  - (i) Victoria Day
  - (j) Canada Day
  - (k) Three (3) days between Boxing Day and New Year's Day
  - (l) one (1) additional day in each year. This additional day shall normally be the first Monday in August except where the College determines that another day, recognized to be a provincial or civic holiday in the area in which the Employee is employed, shall be the additional day
  - (m) one-half (½) day beginning at 12:00 noon on Christmas Eve Day
  - (n) any other day or part of a day declared by the College to be a holiday for Employees.
- 32.2 Clause 32.1 does not apply to an Employee who is absent without pay on either that Employee's scheduled working day immediately preceding or the scheduled working day immediately following the recognized holiday.
- 32.3 (a) Where an Employee is assigned to work on a recognized holiday as defined in clause 32.1, the Employee shall receive one and one half (1½) days off in lieu of holiday.
- (b) Where time off with pay in lieu of a recognized holiday as defined in clause 32.1 has not been granted, compensation shall be granted at one and one-half (1 ½) times the Employee's regular rate of pay.
- 32.4 Except as provided in clause 32.5, where a recognized holiday as defined in clause 32.1 coincides with a day that is not a working day for an Employee, the College shall grant the holiday with pay on either:
- (a) the working day immediately preceding or following the holiday; or
  - (b) the working day immediately following the Employee's annual vacation or another day mutually acceptable to the College and the Employee.
- 32.5 Where a day that is a recognized holiday for an Employee as defined in clause 32.1 falls within a period of exchange, secondment or education leave, the holiday shall be deemed to have been taken during the leave.
- 32.6 Other than as provided in clause 32.5, where a day that is a recognized holiday for an Employee as defined in clause 32.1 falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 32.7 Remuneration for paid holidays shall be at the same rate as for the day preceding and the day following the holiday.

## **Article 33: Sick Leave**

### **Sick Leave Plan**

- 33.1 (a) A sick leave plan applying to Employees appointed prior to August 1, 1998, who were covered by the previous Collective Agreement between the College and the Nova Scotia Teachers Union shall continue to be provided in accordance with the provisions outlined clauses 33.2, 33.3, 33.4 (a), clauses 33.5 through 33.14 inclusive, and 33.27.
- (b) A sick leave plan applying to Employees who were covered by the previous Collective Agreement between the College and the Nova Scotia Government Employees Union and Employees who were hired under a Personal Services Contract shall continue to be provided in accordance with the provisions outlined in clauses 33.2, 33.15 through 33.27.
- (c) A sick leave plan applying to term, probationary, and regular Employees appointed on or after August 1, 1998 shall be provided in accordance with the provisions outlined in clauses 33.2, 33.3, 33.4 (b), 33.5, clauses 33.7 through 33.14 inclusive, and 33.27.

### **Use of Sick Leave for Medical Appointments**

- (d) Whenever possible, an Employee is expected to schedule the Employee's medical, dental and optical appointments so that the appointment does not conflict with the employee's duties. If it is necessary to schedule an appointment when an employee is expected at work, the Employee shall normally report the absence from work as sick leave.

### **Early Intervention Program**

- (e) (i) Where the NSTU initiates an Early Intervention Program in the NSCC, the NSCC, on request, will provide names, home telephone numbers and home addresses where the provisions of such information does not contravene any statutory privacy requirement. The NSTU will share the statistical results from the programs with the NSCC on an annual basis.
- (ii) Any dispute with respect to the privacy requirements under this article shall be referred to the Review Officer appointed pursuant to the *Freedom of Information and Protection of Privacy Act*, 1993, c. 5, s. 1 and the decision shall be final and binding on the parties.

### **Return to Work**

#### ***Absence of up to Thirty-Six (36) Consecutive Months***

- 33.2 (a) (i) An Employee who is unable to perform that Employee's normal assignment because of illness and/or injury and has been absent from work for up to thirty-six (36) consecutive months and who becomes medically capable of resuming the full responsibilities of that Employee's position shall return to the continuing or recurring position held immediately prior to the absence.
- (ii) Where an Employee is able to perform some but not all of the responsibilities of the Employee's position, the Employee shall be entitled to return to a reduced assignment in accordance with *Article 16: Reduced Assignment Plan*.

- (iii) By agreement, the Employee may be assigned to a comparable position for which the Employee is qualified at the same campus through the application of the criteria specified in clause 13.1. If the position held immediately prior to the illness and/or injury no longer exists and a comparable position is not available, the Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.
- (iv) Notwithstanding clause 33.2 (a) (i), the College may, at its discretion, extend the period for which the provisions in clause 33.2 (a) (i), (ii) or (iii) apply beyond thirty-six (36) months.

***Absence of More Than Thirty-Six (36) Consecutive Months but Not More Than Forty-Two (42) Consecutive Months***

- (b) (i) An Employee who is unable to perform that Employee's normal assignment because of illness and/or injury, and has been absent from work for more than thirty-six (36) consecutive months but not more than forty-two (42) consecutive months, and who becomes medically capable of returning to work shall be given first right of assignment to any vacant continuing or recurring position at the same campus for which the Employee is qualified through the application of the criteria specified in clause 13.1, provided the Employee is able to perform the full responsibilities of that position. Such an Employee shall be assigned to a vacant position at the Employee's same campus before consideration is given to any Employee on the Reinstatement List.
- (ii) Where an Employee is able to perform some but not all of the responsibilities of the position, the Employee shall be entitled to be assigned to a reduced assignment in accordance with *Article 16: Reduced Assignment Plan*.
- (iii) At the request of an Employee, the Employee may be assigned to a comparable vacant continuing or recurring position at another campus for which the Employee is qualified through the application of the criteria specified in clause 13.1.
- (iv) Until an assignment in accordance with clause 33.2 (b) (i), (ii), or (iii) occurs, an Employee shall be deemed to be on leave without pay.

***Absence of More Than Forty-Two (42) Consecutive Months***

- (c) (i) An Employee who is unable to perform that Employee's normal assignment because of illness and/or injury and has been absent from work for more than forty-two (42) consecutive months may be declared redundant. However, *Article 26: Position Reductions, Lay-off, and Reinstatement* shall not apply to the Employee in this situation. Where the person requests, the College shall treat an application for employment from that person as if that person were still an Employee of the College in accordance with clause 13.6. If appointed to a position, the Employee may be required to complete technical upgrading and/or some or all of the courses in the CCEDP as a condition of appointment.
- (ii) After forty-two (42) months of unpaid leave, an Employee shall not lose seniority but shall not continue to accrue further seniority.

***Requirement for Medical Evaluation***

- (d) The College reserves the right to require a medical evaluation by a qualified medical practitioner acceptable to the Employee and the College in order to assist the College in determining the Employee's suitability to return to work. Any costs associated with the medical evaluation shall be borne by the College.

***Sick Leave Plan – Employees in Teachers Pension Plan******Annual Sick Leave Entitlement***

- 33.3 (a) Every Employee shall be entitled to twenty (20) days paid leave of absence in each academic year, when the Employee is unable to perform the Employee's duties because of illness or non-work related injury.
- (b) In addition to the days pursuant to clause 33.3 (a) an Employee who has been in receipt of NSTU Long Term Disability benefits and who returns to work in the same work year shall have access to five (5) sick days.

***Accumulated Sick Leave***

- 33.4 (a) Where in any academic year an Employee appointed as probationary or regular prior to August 1, 1998 does not use the full twenty (20) days Sick Leave which may be applied for under clause 33.3 (a), the Employee may accumulate the unused portion of Sick Leave to a maximum of one hundred and ninety-five (195) days.
- (b) Effective November 25, 2009, where in any academic year an Employee appointed after August 1, 1998 does not use the full twenty (20) days Sick Leave which may be applied for under clause 33.3 (a), the Employee may accumulate the unused portion of Sick Leave to a maximum of one hundred and ninety-five (195) days. For greater certainty, any new eligibility for accumulation of days beyond one hundred (100) shall be for days accumulated from November 25, 2009 forward.
- 33.5 Where an Employee accumulates days of Sick Leave pursuant to this section, the Employee shall not be entitled to accumulate any days beyond the maximum limit, and days unused in any previous year which cannot be accumulated are cancelled and void.
- 33.6 Where the College engaged a person as an Employee prior to August 1, 1998, the College shall credit the Employee with accumulated Sick Leave previously credited by a school board in Nova Scotia that employed the Employee immediately preceding the Employee's employment by the College, provided that the College shall not credit the Employee for any days of Sick Leave in excess of the maximum number of days which may be accumulated clause 33.4 (a).
- 33.7 Where an Employee is on Sick Leave, the first twenty (20) days of Sick Leave used shall be the Sick Leave entitlement of the Employee under clause 33.3 (a) and any other days of Sick Leave shall be the accumulated days of Sick Leave.
- 33.8 Where an Employee employed by the College is unable to commence working on the first day of the academic year because of illness or non-work related accident, the Employee shall be eligible for Sick Leave pursuant to clause 33.3 (a) in addition to any accumulated Sick Leave.

- 33.9 The College may require an Employee to provide a certificate acceptable to the College from a qualified medical practitioner as proof of illness for any absence. Where the College requires a medical certificate, the College shall pay the cost of obtaining the certificate, up to a maximum of twenty dollars (\$20).
- 33.10 The College shall maintain a record of the number of Sick Leave days credited to each Employee in the campus as well as the number of Sick Leave days used by the Employee.
- 33.11 The College shall inform each Employee at the campus, by written notice delivered to the Employee, within thirty (30) days following of the commencement of classes in the fall semester of the number of sick days of sick leave credited to the Employee.
- 33.12 Where an Employee is on Sick Leave pursuant to any of the above clauses of this section, the Sick Leave shall be with pay at the rate of the Employee's salary prior to the Sick Leave.
- 33.13 An Employee shall not suffer loss of salary (even though the leave is not provided for under the sick leave clauses 33.3 through 33.12 inclusive) when absent because the Employee has been placed in quarantine or where, in other situations, the Employee is advised by a medical practitioner or medical officer to leave professional duties provided, however, that the College may require the Employee to be examined by a medical practitioner or medical officer agreeable to both the College and the Employee.
- 33.14 Where a full time Employee is appointed for fewer than twelve (12) months in any academic year, the sick leave for that Employee shall be calculated proportionate to the number of days of continuous service.

**Sick Leave Plan: Employees in Public Service Superannuation Plan**

*Note: For the purposes of sick leave entitlement in this section, service shall be determined in accordance with the previous Collective Agreement between the College and the Nova Scotia Government and General Employees Union.*

**General Illness Leave Benefit**

- 33.15 (a) An Employee who is unable to perform the Employee's duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new Employee who is appointed subsequent to April 1 shall have the Employee's maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service the Employee will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one (1) fiscal year will have it reinstated on April 1 of the following fiscal year.

**Short-Term Illness Leave Benefit**

- 33.16 (a) An Employee who is unable to perform the Employee's duties because of illness or injury for a period of absence exceeding three (3) consecutive work days may be granted leave of

absence at full or partial pay for each incidence of short-term illness in accordance with the following:

- (i) for Employees with less than one (1) year's service, at one hundred percent (100%) of normal salary for the first twenty (20) days of absence and thereafter at seventy-five (75%) of normal salary for the next eighty (80) days of absence;
  - (ii) for Employees with one (1) year but less than two (2) years' service, at one hundred percent (100%) of normal salary for the first forty (40) days of absence and thereafter at seventy-five percent (75%) of normal salary for the next sixty (60) days of absence;
  - (iii) for Employees with two (2) years' service but less than three (3) years' service, at one hundred percent (100%) of normal salary for the first sixty (60) days of absence and thereafter at seventy-five percent (75%) of normal salary for the next forty (40) days of absence;
  - (iv) for Employees with three (3) years' service but less than four (4) years' service, at one hundred percent (100%) of normal salary for the first eighty (80) days of absence and thereafter at seventy-five percent (75%) of normal salary for the next twenty (20) days of days of absence;
  - (v) for Employees with four (4) or more years' service at one hundred percent (100%) of normal salary for a maximum of one hundred (100) days of absence.
- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the Employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of clause 33.16 (a) applicable during the year in which the short-term illness commenced.

#### ***Recurring Disabilities***

- 33.17 (a) An Employee who returns to work after a period of short-term illness leave and, within fifteen (15) consecutive work days, again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in clause 33.16 (a).
- (b) An Employee who returns to work after a period of short-term illness leave and, after working fifteen (15) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of clause 33.16.
- (c) An Employee who returns to work after a period of short-term illness leave and, within fifteen (15) consecutive work days, subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of clause 33.16.

- (d) The provisions of clause 33.17 (b) shall not apply to an Employee who has returned to work on a trial basis. In such a case, the Employee will be considered to be within the original short-term leave period defined in clause 34.16 (a).

***Benefits Not Paid During Certain Periods***

33.18 General illness leave and short-term illness leave benefits will not be paid when an Employee is:

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for union business pursuant to *Article 37: Union Leave* or in the case of circumstances covered under clause 33.19.

***Benefits/Lay-off***

- 33.19 (a) When an Employee is on short-term illness and is deemed eligible for long-term disability and is laid off, the Employee shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an Employee has recovered or is capable of returning to work the Employee shall be covered by the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*
- (b) During the period an Employee is on lay-off status, the Employee shall not be entitled to benefits under this section for an illness or disability which commenced after the effective date of lay-off. When such an Employee is recalled and returns to work, the Employee shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to clause 33.19 shall include any benefits payable in accordance with the Long-Term Disability Plan.

***Long-Term Disability***

33.20 Employees shall be covered for long-term disability in accordance with the provisions of the Memorandum of Agreement signed by the parties to the previous Collective Agreement between the College and the Nova Scotia Government Employees Union on August 1, 1985 (and subsequent amendments to the Memorandum) and forming part of this Collective Agreement (see *Appendix 3: Injury on Duty & LTD (Public Service Superannuation Plan), Section 2: Long-Term Disability Plan*).

***Deemed Salary***

33.21 For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Collective Agreement, any Employee on illness leave under this section shall be deemed to be on one hundred percent (100%) salary during such leave, or in accordance with Federal or Provincial Statutes.

***Proof of Illness***

33.22 An Employee may be required by the College to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an Employee, and if a certificate is not produced after such a request, the time absent from work will be deducted from the Employee's pay. Where the College has reason to believe an Employee is misusing sick leave



privileges, the College may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.

***Sick Leave Application***

33.23 Application for sick leave for a period of more than three (3) consecutive days but not more than five (5) consecutive days shall be made in such manner as the College may from time to time prescribe, and when the application for sick leave is for a period of more than five (5) consecutive days, it shall be supported by a certificate from a medical practitioner.

***Workers' Compensation***

33.24 The pay of an Employee who is in receipt of compensation from the Workers' Compensation Board of Nova Scotia arising from the same incapacity for which sick leave or special leave is granted shall be reduced by the amount paid by the Workers' Compensation Board.

***Sick Leave Records***

33.25 An Employee is entitled once each fiscal year to be informed, upon request, of the balance of the Employee's sick leave with pay credits.

***College Approval***

33.26 An Employee may be granted sick leave with pay when the Employee is unable to perform the Employee's duties because of illness or injury provided that the Employee satisfies the College of this condition in such manner and at such time as may be determined by the College, and provided the Employee has the necessary sick leave credits.

***Alcoholism and Drug Abuse***

33.27 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Collective Agreement, the College and the Union agree to cooperate in encouraging Employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

**Article 34: Pregnancy, Parental, Spousal, and Adoption Leaves**

***Pregnancy Leave***

34.1 A pregnant Employee is entitled to a leave of absence of up to seventeen (17) weeks upon:

- (a) giving the College notice of the date that the Employee shall begin the leave and the date the Employee shall return to work as required by clause 34.10;
- (b) providing to the College, where the College so requests, a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

***Beginning of Pregnancy Leave***

34.2 To qualify for Employment Insurance (EI) benefits, Pregnancy Leave shall begin on such date:

- (a) not sooner than ten (10) weeks preceding the expected date of delivery, as the Employee determines; and

(b) not later than the date of delivery.

34.3 Notwithstanding 34.2 (a), Pregnancy Leave may begin not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines. As noted above, to qualify for EI benefits, Pregnancy Leave must begin not sooner than ten (10) weeks before the expected date of delivery.

***End of Leave***

34.4 Pregnancy Leave ends on such date:

(a) not sooner than one (1) week after the date of delivery; and

(b) not later than seventeen (17) weeks after the Pregnancy Leave began; as determined by the Employee.

***Requirement by College to Take Leave***

34.5 Notwithstanding clause 34.1, where the duties of a pregnant Employee's position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected, the College shall attempt to temporarily modify the Employee's duties or temporarily re-assign the Employee to alternate duties. Where modification or re-assignment is not reasonably possible, the College may require the Employee to take unpaid leave of absence or sick leave, as appropriate.

***Deferral of Pregnancy Leave for Hospitalization of Child***

34.6 Notwithstanding clauses 34.2 and 34.3, in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the leave of absence period which was to have occurred after the end of the expected hospitalization period may, for a time up to six (6) months after the birth, be deferred until the child is released from the hospital.

***Parental Leave***

34.7 An Employee who becomes a parent of one (1) or more children through:

(a) the birth of the child or children; or

(b) the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the law of the Province of Nova Scotia;

is entitled to an unpaid leave of absence of up to thirty-five (35) weeks upon giving the College notice of the date that the Employee shall return to work, as required in clause 34.10. If both parents are Employees, the leave may be shared between the two parents in two continuous periods of time. An Employee may be eligible for Employment Insurance (EI) benefits for Parental Leave during this period.

***Beginning and End of Parental Leave***

34.8 Parental Leave may be taken at any time during the fifty-two (52) week period after the child or children arrive in the Employee's home.

***Interruption of Parental Leave by Hospitalization of Child***

34.9 Notwithstanding clause 34.7, in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the parental leave which was to have occurred after the end of the expected hospitalization period may, for a time up to six (6) months after the birth, be deferred until the child is released from the hospital.

***Notice to College***

34.10 An Employee shall serve notice:

- (a) of the commencement date of leaves covered by this article as follows:
  - (i) not later than her fifth (5<sup>th</sup>) month of pregnancy forward to the College a written notice of the date the Employee shall begin Pregnancy Leave pursuant to clause 34.1; or
  - (ii) not later than four (4) weeks prior to the commencement of Parental Leave pursuant to clause 34.7; and
- (b) of the date the Employee shall return to work upon completion of the leave(s) unless the Employee shall take the maximum leave to which the Employee is entitled; or
- (c) of the Employee's intention to resign in accordance with clause 13.15.

***Amendment to Notice***

34.11 Notice given pursuant to clause 34.10 may be amended from time to time by the Employee:

- (a) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that date;
- (b) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
- (c) by adding the date that the Employee shall return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.

***Short Notice***

34.12 The Employee shall give the College as much notice as reasonably practicable of:

- (a) the date the Employee is advised by a legally qualified medical practitioner to go on sick leave or pregnancy leave, whichever is applicable, because of medical circumstances resulting from the pregnancy;
- (b) the delivery, where the actual delivery occurs sooner than expected;
- (c) the first arrival of the child or children in the Employee's home, where that arrival is not anticipated or occurs sooner than reasonably expected;

- (d) the return to work pursuant to clause 34.9;
- (e) the resumption of Parental Leave by the Employee in accordance with clause 34.9.

#### **Proof of Entitlement**

34.13 Upon the request of the College, where an Employee takes Parental Leave pursuant to clause 34.7, interrupts and defers leave pursuant to clause 34.9 or gives short notice pursuant to clause 34.12, the Employee shall provide such proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

#### **Certificate as Proof**

34.14 The certificate of a legally qualified medical practitioner or, in the case of adoption, of the Administrator of Family and Children's Services, is sufficient proof for the purpose of clause 34.13 of the matters attested to in the certificate.

#### **Return to Regular Assignment**

34.15 Upon completion of a Leave taken in accordance with this article, the Employee shall be reinstated to the continuing position held immediately prior to taking the Leave or to a comparable position at the same campus. If the position held immediately prior to assuming the Leave no longer exists, the Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

#### **Child Rearing Leave**

34.16 In addition to the provisions of this article, the Employee may take a Child Rearing Leave with-out pay of up to three (3) years in accordance with *Article 36: Special Circumstances Leaves*.

#### **Spousal Leave with Pay for Birth of Child**

34.17 On the occasion of the birth of an Employee's child, an Employee shall be granted leave with pay up to a maximum of two (2) days. The leave may be divided as follows:

- (a) one (1) day during the confinement of the spouse, and this day may be divided into two (2) periods and granted on separate days; and
- (b) the remainder of the leave shall be granted within six (6) weeks of the day that the spouse is discharged from the hospital. In the event the birth is at home, the six (6) week period shall begin from the date of birth.

34.18 An Employee adopting a child for which the Employee is not eligible to receive EI benefits shall be granted a leave of absence with pay for up to five (5) days beginning the day in which the adoptive child comes into the full care of the Employee, and such additional days without pay as the Employee requests pursuant to clause 34.7.

34.19 Notwithstanding clause 34.18, a leave, or portion thereof, of up to one (1) day with pay may be used by the adopting Employee at times when the Employee is required to be present at meetings as a condition of adoption. This benefit shall apply to both Employees where the adopting parents are both Employees.

- 34.20 Notwithstanding clause 34.18, in the event that both parents of the adopted child are Employees, the provisions of clause 34.18 shall apply to only one Employee.

#### **Benefits**

- 34.21 Pregnancy Leave in accordance with clause 34.1 and Parental Leave in accordance with clause 34.7 shall be without loss of benefits as specified in *Article 41: Health and Welfare Benefits*.

#### **Supplementary Employment Benefit for Parents**

- 34.22 An Employee on Pregnancy or Parental Leave who provides the Employer with proof that the Employee has applied for and is eligible to receive Employment Insurance Benefits shall be entitled to the following benefits for either the pregnancy or parental leave. The Employee shall receive a benefit equivalent to seventy-five percent (75%) of the Employee's bi-weekly salary during the two (2) week Employment Insurance waiting period.
- (a) For fifteen (15) weeks where a waiting period does not apply or for the next fifteen (15) weeks of the Employment Insurance benefits following the waiting period, the Employee's weekly Employment Insurance benefit shall be supplemented to a maximum of ninety-three percent (93%) of the Employee's normal weekly salary, less any other earnings received by the Employee during the benefit period which may result in a decrease in the Employment Insurance benefits to which the Employee would have been eligible if no other earnings had been received during the period.
  - (b) For the purposes of this supplementary benefit, an Employee's normal weekly salary will be one-half the bi-weekly rate of pay to which the Employee is entitled for the Employee's classification on the day immediately preceding the commencement of pregnancy leave.
  - (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under this benefit will be adjusted accordingly.
  - (d) The College will not reimburse the Employee for any amount the Employee is required to remit to the Government of Canada where the Employee's annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
  - (e) Where a child or children enters the home of an Employee and where both parents are Employees of the College, the supplementary benefit shall apply to one parent only, as determined by the Employees.
  - (f) Notwithstanding clause 34.22 (e), where both parents are Employees of the College and where legislation so permits, the supplementary provisions may be split between the Employees.

#### **Article 35: Bereavement Leave**

- 35.1 Where there is a death in the immediate family of an Employee, or in the immediate family of the Employee's spouse (gender inclusive), an Employee shall be entitled to Bereavement Leave with pay for up to five (5) days for each occurrence to attend to arrangements relating to the death.

- 35.2 For the purpose of this article, immediate family includes spouse (gender inclusive), father, mother, brother, sister, children, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, guardian, ward of the Employee, and any other relative living in the household of the Employee.
- 35.3 Except for Saturdays, Sundays or holidays as defined in *Article 32: Recognized Holidays*, where a death in the immediate family occurs during a period when an Employee would not normally be at work (i.e. leave with or without pay, suspension, sick leave) an Employee would not normally be eligible for bereavement leave.
- 35.4 Notwithstanding clause 35.3, an Employee shall be entitled to Bereavement Leave with pay where the death in the immediate family occurs:
- (a) during a period of vacation leave; or
  - (b) during the last four (4) days of leave with or without pay, suspension or sick leave.
- 35.5 An Employee shall be entitled to one (1) day with pay for the purpose of attending the funeral of an Employee's aunt, uncle, niece, or nephew.

## **Article 36: Special Circumstances Leaves**

### **Leave With Pay**

#### ***Serious Illness in Immediate Family***

- 36.1 (a) An Employee shall be entitled to leave with pay for up to five (5) days in a year where there is serious illness in the immediate family of an Employee or in the immediate family of the Employee's spouse (gender inclusive) provided the Employee is:
- (i) required to accompany the member of the immediate family who is seriously ill to receive medical treatment; or
  - (ii) required to make arrangements necessary for the care of the member of the immediate family so that the Employee can return to work; or
  - (iii) attending to the member of the immediate family who is seriously ill.
- (b) Where it is reasonable to do so, an Employee shall inform an Employee's immediate supervisor in advance of an Employee's requirement to take leave in clause 36.1(a).
- (c) In addition to clause 36.1(a), the College may approve a request for leave with pay for up to five (5) additional days in any year in the event of subsequent serious illness in the immediate family. Such request shall not be unreasonably denied.
- 36.2 Immediate family in clause 36.1 means father, mother, brother, sister, spouse (gender inclusive), children, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, guardian, ward of the Employee, and any relative living in the household of the Employee.

***Victim of Fire or Flood***

- 36.3 The College may approve a request for leave with pay for up to five (5) days in a year where the Employee is the victim of fire or flood. Approval shall be at the discretion of the College, and shall not be unreasonably denied.

***Executor of Estate***

- 36.4 The College may approve a request for leave with pay for up to five (5) days in a year where the Employee is the executor of an estate. Approval shall be at the discretion of the College, and shall not be unreasonably denied.

***Court Leave***

- 36.5 An Employee shall be entitled to a leave of absence with pay for the actual days an Employee is required for jury duty or is required by subpoena or summons as a witness in any proceedings held:
- (a) in or under the authority of a court; or
  - (b) before an arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

***Leave to Vote***

- 36.6 (a) Provided the College is notified in advance, an Employee shall be provided time during normal working hours to vote in civic, town, municipal, provincial or federal election where:
- (i) the Employee's name is on the voter's list of a polling district other than the one where the Employee normally works; and
  - (ii) the Employee cannot reasonably vote after working hours.
- (b) Where an Employee whose name is on the authorized voters' list for any Band Council election does not have three hours of the Employee's own time to vote, the College shall provide such additional time with pay as may be required to ensure three hours to vote. The additional time shall be provided at a time that best meets operational needs, as determined by the College.

***Leave to Attend Funeral of Staff Member***

- 36.7 Provided the College is notified in advance, an Employee shall be provided time during normal working hours to attend the funeral services of a staff member from the campus where the Employee normally works and which is being held within fifty (50) kilometres of the campus.

***Entitlement to Leave with Pay While Not at Work***

- 36.8 Where a special circumstance occurs during a period - other than a Saturday, Sunday, or holiday as defined in *Article 32: Recognized Holidays* - when an Employee would not be considered to be at work (i.e. vacation, leave with or without pay, suspension, sick leave), the Employee shall not normally be eligible for leave with pay in accordance with this article. However, an Employee shall be entitled to leave with pay in accordance with clause 36.1 where a serious illness in the immediate family occurs during the last four (4) days of vacation or leave.

## **Other Leaves**

### ***Leave for Storms or Hazardous Conditions***

- 36.9 Any time lost by an Employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an Employee finds it necessary to seek permission to leave prior to the end of the scheduled working day shall be:
- (a) made up by the Employee at a time agreed upon between the Employee and the College; or
  - (b) charged to the Employee's accumulated vacation leave with the approval of the Employee;
  - (c) otherwise deemed to be leave without pay.
- 36.10 (a) Notwithstanding clause 36.9, reasonable lateness beyond the beginning of an Employee's starting time shall not be subject to the provisions of clause 36.9, where the Employee establishes to the satisfaction of the immediate supervisor that every reasonable effort has been made by the Employee to arrive at the Employee's place of work at the scheduled time.
- (b) Notwithstanding clause 36.9, the immediate supervisor of an Employee may waive the provisions of 36.9, where an Employee has been given permission to leave prior to the end of the scheduled working day.
- 36.11 Notwithstanding clauses 36.9 and 36.10, lateness from the campus shall be justified when the police advise persons to stay off the roads.
- 36.12 (a) Notwithstanding clause 36.9, where in extraordinary circumstances the College deems it necessary to close a campus or work site and Employees are directed by the College that they are not required for duty, such Employees shall not suffer loss of salary, or benefits in accordance with *Article 41: Health and Welfare Benefits*, during the closure.
- (b) Notwithstanding clause 36.9, where the police have publicly advised motorists to remain off public roads due to hazardous conditions for a period in excess of four (4) hours during the working day and such announcement prevents an Employee from commuting to the campus or work site, the Employee shall not suffer loss of salary, or benefits in accordance with *Article 41: Health and Welfare Benefits*, as a result of the absence.

### ***Brief Personal Leaves of Absence***

- 36.13 The College may grant to an Employee personal leave, with or without pay, or permit vacation to be scheduled for such a period as the College deems the circumstances warrant; however, brief personal leaves of absence shall not normally extend beyond five (5) consecutive working days on any single occurrence. Leaves of absence as provided in this clause shall be scheduled, whenever possible, to ensure a minimum of disruptions to College educational programs and services. An Employee shall endeavour to provide notice sufficient for the College to make suitable arrangements for rescheduling and/ or replacement, where required. Personal leaves may include, but are not limited to:
- (a) leave with pay to attend a provincial or federal government-appointed committee or commission;



- (b) leave with pay to write examinations that are related to the Employee's professional status;
- (c) leave with pay to attend the Employee's own post-secondary convocation exercise/ graduation or that of the Employee's spouse and/or children, one day per event;
- (d) leave without pay to participate in a regional, national or international sports competition.

36.14 Where a leave in accordance with clause 36.13 is denied, reasons shall be given in writing to the applicant, when requested.

***Time Off or Rescheduling for Official Duties***

36.15 The College may grant time off without pay to an Employee or permit rescheduling of duties to attend to official duties as a member of a school board or the council of a municipality, city, town, or First Nations band. Time off or rescheduling shall be done in a manner that minimizes disruptions to College educational programs and services.

***Benefits***

36.16 Where a special leave - with or without pay in accordance with clauses 36.1 through 36.15 inclusive is approved by the College - it shall be without loss of benefits as specified in *Article 41: Health and Welfare Benefits*.

***Leave Without Pay***

***Longer-Term Personal Leaves of Absence***

36.17 The College shall provide for long-term personal leave without pay in accordance with the following:

*Purpose*

- (a) To provide for a long-term leave of absence without pay for an Employee for personal reasons, including engaging in another occupation or business provided the occupation or business is not in competition with the College.

*Eligibility*

- (b) Eligibility for a long-term personal leave of absence without pay is limited to regular full- or part-time Employees.

*Application*

- (c) (i) The application to take a long-term personal leave of absence without pay shall be submitted to the College not later than three (3) months prior to the commencement date of the proposed leave.
- (ii) Applications submitted later than three (3) months prior to the commencement date of the proposed leave may be granted at the discretion of the College.

*Approval*

- (d) (i) Subject to operational requirements and clause 36.17 (a), (c)(i), and (d)(v), the College shall grant a one (1) year leave of absence to a regular full-or part-time Employee who applies for a long-term personal leave.

- (ii) Approval to extend the long-term personal leave pursuant to clause 36.17 (e) beyond one (1) year or approval for a subsequent long-term personal leave within thirty-six (36) consecutive months of the end of the previous leave shall be at the discretion of the College, and the decision of the College shall be non-grievable.
- (iii) Notwithstanding clause 36.17 (d)(i), approval for a long-term personal leave of less than one (1) year shall be at the discretion of the College, and the decision of the College shall be non-grievable.
- (iv) Notwithstanding clause 36.17 (d)(i) and (d)(ii), where an Employee is the successful candidate in a provincial or federal election, the College may grant a leave of absence without pay for the term of office, and the duration of any position required to replace the vacated position shall not be subject to the limits specified in clauses 14.2 (d) (i) (2) or 14.2 (e) (i) (2).
- (v) On each occasion where a long-term personal leave without pay is approved or extended, the Union shall be notified.
- (vi) Where an Employee has been absent from work for eighteen (18) consecutive weeks or more within the previous twenty-four (24) months and the Employee requests a leave in accordance with this article, the leave shall be at the discretion of the College.

*Duration Beyond One Year*

- (e) A long-term personal leave may continue beyond a one (1) year period. However, except where clause 36.17(d)(iv) applies, re-application is required pursuant to clause 36.17 (c), and a long-term personal leave shall not continue beyond three (3) consecutive years.

*Return to Regular Assignment*

- (f) Upon completion of a long-term personal leave, the Employee shall be reinstated to the continuing or recurring position held immediately prior to taking the extended leave or to a comparable position at the same campus. If the position held immediately prior to the long-term personal leave no longer exists or a comparable position is not available, the Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

*Benefits*

- (g) (i) While on a long-term personal leave of absence without pay, an Employee shall not lose accumulated vacation or sick leave benefits earned up to the commencement of the long-term personal leave. However, no further entitlement to or accumulation of benefits shall accrue to the Employee during the period of long-term personal leave.
- (ii) Notwithstanding clause 36.17 (g) (i), an Employee shall continue to be eligible for benefits in accordance with *Article 41: Health and Welfare Benefits* during the period of the long-term personal leave. However, all costs of premiums for these benefits shall be borne by the Employee during the period of long-term personal leave, except where the leave is for eight (8) weeks or fewer.

*Notice to College*

- (h) An Employee on approved long-term personal leave or external secondment shall advise the College of the Employee's intention to return or not return to the College either the lesser of:
  - (i) four (4) months prior to the end of the approved leave or
  - (ii) the mid-point of the approved leave

## **Article 37: Union Leave**

### **Conditions for Approved Leave**

37.1 Approved leave for Employees to attend to Union business as outlined in this article is subject to operational requirements and to the following conditions:

- (a) The College, the Union and Employees recognize the primary professional responsibility to students and staff of the College. Union leave shall therefore be scheduled to ensure a minimum of disruptions to the educational programs of the College.
- (b) Written notice shall be provided to the College by the Union at the time the meeting is called.
- (c) The Employee shall submit the request for leave to the Employee's immediate supervisor at the time the Employee is notified of the meeting.
- (d) Notwithstanding *Article 9: College Union Committee*, travelling expenses and other expenses incurred by the Employee shall be borne by the Union.
- (e) On or before September 1 in any academic year, the Union shall notify the College in writing of the names of Employees elected or appointed by the Provincial Executive or Council pursuant to clause 37.2. The notification to the College shall identify the office and/or committee.
- (f) Where an Employee is elected or appointed pursuant to clause 37.2 after September 1 in any academic year, the Union shall notify the College in writing of the name of the Employee within ten (10) working days of the election or appointment. The notification to the College shall identify the office and/or committee.
- (g) Where an Employee is absent from work for approved Union Leave, the Employee shall report the absence on the Employee's absence report stating the clause in this article for which leave was granted.

### **Union Leaves with Defined Maximums:**

37.2 Subject to clause 37.1, the College shall approve a request for leave with pay of one-half (1/2) day or more for an employee to attend to Union business up to the following maximums:

***Provincial Executive***

- (a) A combined total of up to twelve (12) days per academic year for a representative(s) of the bargaining unit to serve as a member of the Provincial Executive of the Union;

***Provincial Committees***

- (b) A combined total of up to ten (10) days per academic year for a representative(s) of the bargaining unit to serve on provincial committees of the Union;

***Community College Economic Welfare Committee***

- (c) Up to two (2) days in the academic year immediately preceding or during which negotiations begin for each of not fewer than two (2) Employees to attend meetings of the provincial Community College Economic Welfare Committee.
- (d) For greater certainty, the total number of days of approved leave paid for by the College for any Employee serving on the Community College Economic Welfare Committee shall not exceed two (2) for the negotiation of any one collective agreement.
- (e) The membership of the provincial Community College Economic Welfare Committee in 37.2 (e) shall be a combined limitation of eight (8) members for both the Faculty and Professional Support Bargaining Units.

***Time is a Combined Limitation***

- (f) The time limitations in clause 37.2 (a), (b), (d) and (e) shall be a combined limitation for both the Faculty and Professional Support Bargaining Units.

***Union to Reimburse College for Salary in Excess of Time Limits***

- (g) The Union shall reimburse the College one hundred percent (100%) of an Employee's gross salary for each day in excess of the limits in clauses 37.2 (a), (b), (d) and (e).

***Community College Negotiation Committee***

- (h) Not fewer than two (2) Employees to attend contract negotiations with the College on behalf of the bargaining unit;
- (i) The members outlined in 37.2 (h) shall be a combined limitation of six (6) members for both the Faculty and Professional Support Bargaining Units.

**Other Union Leaves**

37.3 Subject to clause 37.1, the College may also approve a request for leave with pay for:

***Official Capacity***

- (a) An Employee to act in an official capacity with the Union for purposes not included in clause 37.2.
  - (i) The notification to the College, in accordance with clauses 37.1 (e) and (f) shall identify the office and/or committee.
  - (ii) The Union shall reimburse the College for gross salary and benefits for each day that the Employee is on such leave.

***President of Local***

- (b) The President of the NSTU Community College local to perform official duties other than those outlined in clause 37.2. Such leave shall not be unreasonably denied.

***Travel Time***

- (c) Travel time of less than one-half (1/2) day for an Employee to attend Union activities scheduled outside of normal working hours.

***Collective Agreement Committees***

- (d) Approved leave to attend meetings of committees established by this Collective Agreement shall be leave with pay.

- 37.4 An invoice for days pursuant this article shall be forwarded to the Union no later than December 30 following the end of the work year in which said days were taken.

**Article 38: Leave for Union President**

- 38.1 Any Employee who declares an intention to offer for the position of President of the Union shall notify the College, in writing, as soon as possible after declaring the intention to seek the office of President.
- 38.2 Any Employee elected as President of the Union shall be given a leave of absence by the College for the term the Employee is to serve. Such leave shall not exceed four (4) years. The leave shall commence August 1, and the leave shall terminate on July 31 of the year in which the Presidential term(s) ends.
- 38.3 Notwithstanding clause 38.2, a leave of absence for a third (3<sup>rd</sup>) and subsequent consecutive term(s) shall require the approval of the College.
- 38.4 If successful, the Employee shall notify the College, in writing, at least eight (8) weeks in advance of the date upon which the leave is to commence.
- 38.5 While on leave, the Employee shall retain the rights and privileges of this Collective Agreement and the Employee shall be deemed to be in the employ of the College.
- 38.6 Notwithstanding clause 38.5, the gross salary and benefits shall be determined by the Union, paid to the Union President by the College, and the amount of gross salary and benefits shall be reimbursed to the College by the Union on a monthly basis.
- 38.7 Upon completion of the Presidential term(s), an Employee serving as President of the Union shall be reinstated on August 1 to the position held immediately prior to assuming the position of Union President or to a comparable position at the same campus. If the position held immediately prior to assuming the position of Union President no longer exists and a comparable, vacant position is not available at the same campus, the Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

- 38.8 Notwithstanding clause 15.13 limiting the period for a temporary replacement for up to thirty-six (36) months, the duration of the term full- or part-time Employee appointed to replace an Employee serving as President of the Union shall be for a period of up to forty-eight (48) months.

## Benefits

### Article 39: Retirement

#### Pre-Retirement Seminar

- 39.1 An Employee shall be entitled to leave with pay for a maximum period of two (2) days to attend a College-recognized pre-retirement seminar once in the five (5) year period immediately preceding the date upon which the Employee is eligible to retire. The NSTU pre-retirement seminar shall be recognized by the College.

#### Re-Employment

- 39.2 (a) The College may, at its discretion, rehire a retired Employee. Such appointment shall be in accordance with *Article 13: Appointment and Termination of Employment*, of this Collective Agreement and the provisions of the applicable pension plan under which the Employee retired. The appointment shall be considered to be a new hire and the following rights accumulated through previous employment with the College shall be deemed to be null and void effective the date the Employee retired:

- (i) Accumulated Sick Leave
- (ii) Seniority
- (iii) Service Award
- (iv) Severance

For greater certainty, while an Employee's Service Award entitlement prior to retirement shall not be affected by the rehire, no Service Award entitlement shall be earned on the basis on re-employment following retirement.

- (b) Following rehire under this article, the Employee shall not be eligible for either Learning Leaves or long-term personal leave.

#### Service Award

- 39.3 (a) Where an Employee who was eligible to be covered by the service award plan in *Schedule 2: Service Award* or *Schedule 3: Public Service Award* on July 31, 1998 satisfies the College that the Employee is in receipt of a pension under the *Teachers' Pension Act* or the *Public Service Superannuation Act*, or where such Employee attains the age of sixty (60) years and retires from the College or elects a deferred pension under the Teachers' Pension Plan, the College shall grant to the Employee a service award. Such service award shall be in accordance with the provisions outlined in Schedule 2 or Schedule 3 as appropriate. For greater certainty, any Employee who had probationary or regular status on July 31, 1998 under a previous Collective Agreement applying to Employees shall be eligible to be covered by the provisions specified in Schedule 2 or Schedule 3, as appropriate.

- (b) The College shall grant a College Service Award to:
  - (i) an Employee who is hired on or after August 1, 1998;
  - (ii) an Employee hired prior to August 1, 1998 who was not eligible to be covered by the service award plan in *Schedule 2: Service Award* or *Schedule 3: Public Service Award* on July 31, 1998; who satisfies the College that the Employee is in receipt of a pension under the Teachers' Pension Act or the Public Service Superannuation Act, or where an Employee attains the age of sixty (60) years and retires from the College. Such Service Award shall be in accordance with the provisions outlined in *Schedule 4: College Service Award*.

**Maximum Service Award and Severance Pay**  
**Employees Covered by Schedule 3 or 4**

- 39.4 (a) An Employee entitled to a service award in accordance with *Schedule 3: Public Service Award* or *Schedule 4: College Service Award* shall be eligible for both a service award in accordance with clause 39.3 and severance pay in accordance with clause 26.10.
- (b) The maximum combined amount payable in accordance with clause 39.4 (a) shall not exceed fifty percent (50%) of the Employee's annual salary.

**Clarification of "Retired"**

- 39.5 The parties agree that the term "retired" stipulated in *Schedule 3: Public Service Award* and *Schedule 4: College Service Award* means an Employee who is in receipt of a pension under the *Teachers Pension Act* or the *Public Service Superannuation Act* or the *Canada Pension Plan Act*.

## **Article 40: Re-employment Following Early Retirement**

**Purpose**

- 40.1 The purpose of the Re-Employment Following Early Retirement Plan is to enable Employees to retire earlier than they might otherwise decide. The Plan shall provide the Employee with an opportunity to earn income following retirement, which may help reduce the impact of any financial loss incurred under the terms of the applicable pension act - i.e. *Teachers' Pension Act* or the *Public Service Superannuation Act*.

**Eligibility Requirements**

- 40.2 An Employee must be eligible for a pension under the Nova Scotia *Teachers' Pension Act* or the *Public Service Superannuation Act*.
- 40.3 An Employee who plans to retire and wishes to participate in the Plan must make application, in writing, to the College not earlier than twelve (12) months but at least six (6) months prior to the date the Employee plans to retire.
- 40.4 Approval of an individual's request to participate in the Plan shall be at the discretion of the College and refusal by the College to approve a request shall be non-grievable.

- 40.5 Written acceptance or denial, with explanation, of the Employee's request shall be forwarded to the Employee not later than three (3) months prior to the Employee's anticipated retirement date.

#### **Conditions**

- 40.6 During each year of participation in the Re-Employment Following Early Retirement Plan, the Employee shall agree to work for the College in an assignment mutually agreed upon by the Employee and the College for a minimum period of twenty-one (21) and not more than sixty-nine and one half (69.5) working days.
- 40.7 An Employee may participate in the Re-Employment Following Early Retirement Plan for a maximum of five (5) years.
- 40.8 An Employee participating in the Plan shall be paid in accordance with the salary provisions of this Collective Agreement with the calculation for the daily rate to be based upon the bi-weekly or hourly rate of pay, as appropriate.
- 40.9 The Employee must resign the Employee's position.
- 40.10 An Employee who is eligible to receive a Public Service Award or a Service Award shall receive that Award at the time of resignation.

#### **Contract**

- 40.11 A participating Employee and the College shall jointly sign a contract before final approval for participation in the Plan is considered granted.

## **Article 41: Health and Welfare Benefits**

### **Benefit Coverage**

- 41.1 Group life, health and Long Term Disability coverage for Employees shall be in accordance with the provisions outlined in *Appendix 2: Health and Welfare Benefits - NSTU Plan*.
- 41.2 Notwithstanding clause 41.1 Employees who are presently covered under the provisions of the Nova Scotia Public Service Long Term Disability Plan shall continue to have the right to participate in the plan in accordance with the procedures outlined in *Appendix 3: Injury on Duty & LTD (Public Service Superannuation Plan)*.
- 41.3 Notwithstanding anything contained in this Collective Agreement, the College shall not be considered to be the insurer.

### **Employment Insurance Premium Reduction**

- 41.4 The College shall annually apply for the Employment Insurance Premium Reduction and shall, within seven (7) days, forward a copy of said application to the Union.
- 41.5 Where the College's application qualifies for premium reduction while current benefit plans are in effect, the Employee's portion of the funds realized, determined in accordance with the provisions of the regulation under the *Employment Insurance Act*, shall, subject to the provisions of this article, be disbursed annually as directed by the Employees through the Union.



- 41.6 Employees enrolled in the Province of Nova Scotia Long-Term Disability (LTD) Plan have the Employment Insurance Premium Reduction funds applied, while current benefit plans are in effect, under any benefits plan to partially offset the cost of the Plan.

## **Article 42: Deferred Salary Leave Plan**

- 42.1 A Deferred Salary Leave Plan acceptable to the College and the Union shall be implemented in accordance with the provisions outlined in clauses 42.3 through 42.20.

- 42.2 The Plan shall not be amended except by agreement of the College and the Union.

### **Purpose**

- 42.3 The purpose of the Deferred Salary Leave Plan is to afford Employees the opportunity to take a six (6) month or one (1) year leave of absence (Leave) and, through deferral of salary, finance the Leave.

### **Eligibility**

- 42.4 Participation in this Plan is limited to regular full- or part-time Employees.

### **Application**

- 42.5 The application to participate in this Plan shall be submitted to the College not later than four (4) months prior to the month in which the salary deferment is to commence.

### **Approval**

- 42.6 (a) Approval to participate in this Plan is at the discretion of the College, and refusal by the College to approve the request shall be non-grievable.
- (b) The College shall inform the Employee of its decision not later than three (3) months prior to the month in which the requested salary deferment would commence. Where the request has been denied, the College shall provide reasons in writing.
- (c) On each occasion where an application to participate in the Plan is approved, the Union shall be notified.

### **Conditions**

- 42.7 The payment of salary shall be as follows:
- (a) In each year of the Plan preceding the leave [up to a maximum of six (6) years], an Employee shall be paid a reduced percentage of the applicable bi-weekly salary in accordance with a contract between the Employee and the College. The remaining percentage of bi-weekly salary, in accordance with the contract, shall be deferred. This accumulated amount plus interest earned shall be retained for the Employee by the College to finance the Leave.
- (b) The percentage of salary deferred on a bi-weekly basis in any one (1) year shall not be less than five percent (5%) and not greater than thirty-three and one third percent (33 1/3%).
- (c) The calculation of interest under terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a one (1) year term deposit, a three (3) year term

deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the main branch in Nova Scotia of the bank with which the College deals. Interest shall be calculated as above and credited to the Employee's account on the day prior to each of the regular pay dates of the Employee.

- (d) During the Leave, an Employee cannot receive any additional remuneration from the College.
- (e) Notwithstanding 42.7 (b), the College may approve a suspension from the plan in accordance with federal guidelines for a period of twelve (12) months from the anniversary date of enrolment in the plan.

### **Benefits**

- 42.8 While an Employee is enrolled in the Plan, and not on Leave, any benefits tied to salary shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the Plan. All other benefits shall be in accordance with the Collective Agreement.
- 42.9 Unless otherwise instructed in writing by the Employee, the health and welfare benefits of the Employee shall be maintained during the Leave; however, the full premium costs of all benefits shall be paid by the Employee during the Leave from the monies retained for the Employee by the College to finance the Leave, save those required to be paid by the College by law.
- 42.10 While the Employee is on Leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the equivalent period prior to taking the Leave had the Employee not been enrolled in the Plan.
- 42.11 During the Leave, the Employee shall not accumulate nor be entitled to the following:
  - (a) vacation; statutory holidays; pregnancy, parental, and adoption leaves; sick leave, or other leaves;
  - (b) credit for service for severance pay for the period of the Leave.
- 42.12 Pension deductions shall be continued during the Leave in accordance with the appropriate pension act. The Leave shall count as pensionable service in accordance with the appropriate pension act and for seniority purposes.
- 42.13 Pension deductions shall be made according to the salary the Employee would have received had the Employee not entered the Plan or gone on Leave.

### **Return to Regular Assignment**

- 42.14 (a) Canada Customs and Revenue Agency Regulations require an Employee to return to the College upon completion of the Leave for a period that is not less than the duration of the Leave.
- (b) Upon completion of the Leave, the Employee shall be reinstated to the continuing full-time or recurring full- or part-time position held immediately prior to the Leave or to a comparable position at the same campus. If the position held by the Employee immediately

prior to the Leave no longer exists, the Employee shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

#### **Withdrawal from the Plan**

- 42.15 An Employee who ceases to be employed by the College or is laid off in accordance with *Article 26: Position Reductions, Lay-off, and Reinstatement* shall withdraw from the Plan. Repayment shall be pursuant to 42.17.
- 42.16 In extenuating circumstances such as financial hardship or serious illness and with the approval of the College, an Employee may withdraw from the Plan not later than four (4) months prior to the date established for the Leave. Such approval shall not be unreasonably withheld. Repayment shall be pursuant to 42.17.
- 42.17 If an Employee withdraws from the Plan, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- 42.18 Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the beneficiary specified in the life insurance policy of health and welfare benefits or to the Employee's estate.

#### **Amendment**

- 42.19 Once approved, the provisions concerning percentage of salary deferred and the Leave may be amended by agreement between the Employee and the College.
- 42.20 Where an Employee requests amendment to the terms of the Employee's Deferred Salary Leave Plan, the College shall respond to the Employee within sixty (60) days.

## **Conclusion**

### **Article 43: Amendment**

- 43.1 This Collective Agreement may be amended at any time with the mutual consent of the parties by means of a written agreement which shall be supplemental hereto and form part hereof.

### **Article 44: Entire Agreement**

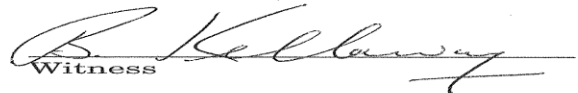
- 44.1 This Collective Agreement, including the schedules, appendices, and letters attached to the Collective Agreement, constitutes the entire Collective Agreement between the parties and supersedes and replaces all previous Collective Agreements, policies and practices, both written and oral.
- 44.2 Any issue arising from the exclusion of past policies and practices of which the parties were unaware at the time of this Collective Agreement shall be discussed by the Parties.

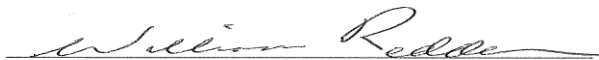
## Article 45: Term of Collective Agreement

- 45.1 This Collective Agreement shall be for the period commencing September 1, 2011 and ending August 31, 2014, and shall continue until a new Collective Agreement is concluded in accordance with the *Trade Union Act*.
- 45.2 By notice in writing, either party to this Collective Agreement may, within the period of five (5) months immediately preceding the expiry date of the Collective Agreement, require the other party to commence collective bargaining.

**In witness whereof, the Parties have executed this Collective Agreement  
of June 26, 2013 at Dartmouth, Nova Scotia**

  
\_\_\_\_\_  
President  
Nova Scotia Teachers Union

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Executive Director  
Nova Scotia Teachers Union

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President  
Nova Scotia Community College

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chair, Negotiating Committee  
Nova Scotia Community College

  
\_\_\_\_\_  
Witness

## Schedule 1: Professional Support Classification and Salary Plan

### Section A: Salary Grids

|             |  |
|-------------|--|
| <b>PS 1</b> | <b>Positions:</b> Project Facilitator  |
| <b>PS 2</b> | <b>Positions:</b> African Canadian Student Services Advisor, Coordinator Career Resource Centre, Disability Resource Facilitator, Special Needs Coordinator, Strait to Work Program Coordinator, Transition Coordinator, Admissions Officer  |
| <b>PS 3</b> | <b>Positions:</b> Aboriginal Student Success Advisor, Campus Librarian, Coordinator/Facilitator Roadmap Employment, Coordinator Special Admissions Process, Coordinator Student Pathways, Disability Services Coordinator, Training Coordinator, Project Coordinator - Strengths Research, Coordinator, Online & Flexible Learning Solutions |
| <b>PS 4</b> | <b>Positions:</b> Campus Registrar, Career Development Specialist, Coordinator Aboriginal Student Success, Coordinator African Canadian Student Success, Coordinator College Prep, Coordinator Student Life, Coordinator Student Retention & Employment, Instructional Designer, Electronic Services Librarian                               |
| <b>PS 5</b> | <b>Positions:</b> ALP Counsellor, Coordinator African Canadian Transition Program, Coordinator Alternate Delivery, Coordinator Programs and Information, Curriculum Consultant, Student Success Counsellor, Project Coordinator, Regional Librarian, Technical Services Librarian, Copyright Officer   |
| <b>PS 6</b> | <b>Positions:</b> Career Development Specialist - Standards & Guidelines Coordinator, Coordinator PLAR & Portfolio, Public Services Librarian  |

**Section A1 (i): Professional Support Salary Grid - Full-time Employees**

Bi-weekly and annual salary rates effective 1 September, 2011, after application of 2.0% increase over rates in effect on 31 August, 2011. (Annual salary rate = Bi-weekly rate x 26).

| <b>STEP</b> | <b>PS 1</b>      | <b>PS 2</b>      | <b>PS 3</b>      | <b>PS 4</b>      | <b>PS 5</b>      | <b>PS 6</b>      |
|-------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Step 1      | 1,737.77         | 1,868.53         | 1,987.80         | 2,137.43         | 2,221.87         | 2,326.56         |
|             | <b>45,181.98</b> | <b>48,581.90</b> | <b>51,682.85</b> | <b>55,573.09</b> | <b>57,768.74</b> | <b>60,490.59</b> |
| Step 2      | 1,791.49         | 1,926.35         | 2,049.30         | 2,203.52         | 2,290.59         | 2,397.30         |
|             | <b>46,578.78</b> | <b>50,085.14</b> | <b>53,281.75</b> | <b>57,291.58</b> | <b>59,555.41</b> | <b>62,329.87</b> |
| Step 3      | 1,846.92         | 1,985.92         | 2,112.68         | 2,271.69         | 2,361.43         | 2,472.69         |
|             | <b>48,019.83</b> | <b>51,633.82</b> | <b>54,929.70</b> | <b>59,063.89</b> | <b>61,397.08</b> | <b>64,289.94</b> |
| Step 4      | 1,904.00         | 2,047.32         | 2,178.04         | 2,341.97         | 2,434.47         | 2,549.18         |
|             | <b>49,503.93</b> | <b>53,230.33</b> | <b>56,629.06</b> | <b>60,891.21</b> | <b>63,296.15</b> | <b>66,278.71</b> |
| Step 5      | 1,962.92         | 2,110.66         | 2,245.38         | 2,414.37         | 2,509.76         | 2,628.02         |
|             | <b>51,035.87</b> | <b>54,877.08</b> | <b>58,379.85</b> | <b>62,773.55</b> | <b>65,253.83</b> | <b>68,328.47</b> |
| Step 6      | 2,023.63         | 2,175.92         | 2,314.83         | 2,489.06         | 2,587.36         | 2,709.29         |
|             | <b>52,614.45</b> | <b>56,574.05</b> | <b>60,185.64</b> | <b>64,715.68</b> | <b>67,271.30</b> | <b>70,441.61</b> |
| Step 7      | 2,086.19         | 2,243.22         | 2,386.40         | 2,566.02         | 2,667.39         | 2,793.10         |
|             | <b>54,240.86</b> | <b>58,323.64</b> | <b>62,046.45</b> | <b>66,716.40</b> | <b>69,352.15</b> | <b>72,620.52</b> |
| Step 8      | 2,150.72         | 2,312.62         | 2,460.23         | 2,645.40         | 2,749.91         | 2,879.48         |
|             | <b>55,918.70</b> | <b>60,128.24</b> | <b>63,965.85</b> | <b>68,780.51</b> | <b>71,497.58</b> | <b>74,866.41</b> |
| Step 9      | 2,217.23         | 2,384.15         | 2,536.30         | 2,727.23         | 2,834.95         | 2,968.53         |
|             | <b>57,647.96</b> | <b>61,987.85</b> | <b>65,943.86</b> | <b>70,908.00</b> | <b>73,708.78</b> | <b>77,181.65</b> |
| Step 10     | 2,285.81         | 2,457.88         | 2,614.77         | 2,811.59         | 2,922.62         | 3,060.33         |
|             | <b>59,431.03</b> | <b>63,904.86</b> | <b>67,984.05</b> | <b>73,101.27</b> | <b>75,988.15</b> | <b>79,568.65</b> |
| Step 11     | 2,356.50         | 2,533.86         | 2,695.63         | 2,898.52         | 3,013.00         | 3,154.99         |
|             | <b>61,269.12</b> | <b>65,880.47</b> | <b>70,086.43</b> | <b>75,361.50</b> | <b>78,338.08</b> | <b>82,029.80</b> |
| Step 12     | 2,429.41         | 2,612.24         | 2,778.98         | 2,988.17         | 3,106.19         | 3,252.55         |
|             | <b>63,164.61</b> | <b>67,918.27</b> | <b>72,253.38</b> | <b>77,692.30</b> | <b>80,760.96</b> | <b>84,566.28</b> |

**Section A1 (ii): Hourly rates - Part-time Employees**

Hourly salary rates effective 1 September, 2011, after application of 2.0% increase over rates in effect on 31 August, 2011. (Hourly rate = Bi-weekly rate / 75).

| STEP | PS 1  | PS 2  | PS 3  | PS 4  | PS 5  | PS 6  |
|------|-------|-------|-------|-------|-------|-------|
| 1    | 23.17 | 24.91 | 26.50 | 28.50 | 29.62 | 31.02 |
| 2    | 23.89 | 25.68 | 27.32 | 29.38 | 30.54 | 31.96 |
| 3    | 24.63 | 26.48 | 28.17 | 30.29 | 31.49 | 32.97 |
| 4    | 25.39 | 27.30 | 29.04 | 31.23 | 32.46 | 33.99 |
| 5    | 26.17 | 28.14 | 29.94 | 32.19 | 33.46 | 35.04 |
| 6    | 26.98 | 29.01 | 30.86 | 33.19 | 34.50 | 36.12 |
| 7    | 27.82 | 29.91 | 31.82 | 34.21 | 35.57 | 37.24 |
| 8    | 28.68 | 30.83 | 32.80 | 35.27 | 36.67 | 38.39 |
| 9    | 29.56 | 31.79 | 33.82 | 36.36 | 37.80 | 39.58 |
| 10   | 30.48 | 32.77 | 34.86 | 37.49 | 38.97 | 40.80 |
| 11   | 31.42 | 33.78 | 35.94 | 38.65 | 40.17 | 42.07 |
| 12   | 32.39 | 34.83 | 37.05 | 39.84 | 41.42 | 43.37 |

**Section A1 (iii): Minimum hourly rates - Auxiliary Employees**

Minimum hourly salary rates effective 1 September, 2011, after application of 2.0% increase over rates in effect on 31 August, 2011. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Employee may be paid at a higher hourly rate, at the discretion of the College.

|  | PS 1  | PS 2  | PS 3  | PS 4  | PS 5  | PS 6  |
|--|-------|-------|-------|-------|-------|-------|
|  | 23.17 | 24.91 | 26.50 | 28.50 | 29.62 | 31.02 |

**Section A2 (i): Professional Support Salary Grid - Full-time Employees**

Bi-weekly and annual salary rates effective 1 September 2012, after 2.5% increase over previous rates.

(Annual salary rate = Bi-weekly rate x 26).

| <b>STEP</b> | <b>PS 1</b>      | <b>PS 2</b>      | <b>PS 3</b>      | <b>PS 4</b>      | <b>PS 5</b>      | <b>PS 6</b>      |
|-------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Step 1      | 1,781.21         | 1,915.25         | 2,037.50         | 2,190.86         | 2,277.42         | 2,384.73         |
|             | <b>46,311.53</b> | <b>49,796.45</b> | <b>52,974.92</b> | <b>56,962.41</b> | <b>59,212.96</b> | <b>62,002.86</b> |
| Step 2      | 1,836.28         | 1,974.51         | 2,100.53         | 2,258.61         | 2,347.86         | 2,457.24         |
|             | <b>47,743.25</b> | <b>51,337.27</b> | <b>54,613.80</b> | <b>58,723.87</b> | <b>61,044.29</b> | <b>63,888.12</b> |
| Step 3      | 1,893.09         | 2,035.56         | 2,165.50         | 2,328.48         | 2,420.46         | 2,534.51         |
|             | <b>49,220.33</b> | <b>52,924.66</b> | <b>56,302.94</b> | <b>60,540.49</b> | <b>62,932.00</b> | <b>65,897.19</b> |
| Step 4      | 1,951.60         | 2,098.50         | 2,232.49         | 2,400.52         | 2,495.33         | 2,612.91         |
|             | <b>50,741.53</b> | <b>54,561.09</b> | <b>58,044.78</b> | <b>62,413.49</b> | <b>64,878.56</b> | <b>67,935.68</b> |
| Step 5      | 2,011.99         | 2,163.42         | 2,301.51         | 2,474.73         | 2,572.51         | 2,693.72         |
|             | <b>52,311.77</b> | <b>56,249.00</b> | <b>59,839.34</b> | <b>64,342.89</b> | <b>66,885.17</b> | <b>70,036.68</b> |
| Step 6      | 2,074.22         | 2,230.32         | 2,372.70         | 2,551.29         | 2,652.04         | 2,777.02         |
|             | <b>53,929.81</b> | <b>57,988.40</b> | <b>61,690.28</b> | <b>66,333.57</b> | <b>68,953.08</b> | <b>72,202.65</b> |
| Step 7      | 2,138.34         | 2,299.30         | 2,446.06         | 2,630.17         | 2,734.08         | 2,862.92         |
|             | <b>55,596.88</b> | <b>59,781.73</b> | <b>63,597.61</b> | <b>68,384.31</b> | <b>71,085.95</b> | <b>74,436.03</b> |
| Step 8      | 2,204.49         | 2,370.44         | 2,521.73         | 2,711.54         | 2,818.65         | 2,951.46         |
|             | <b>57,316.66</b> | <b>61,631.44</b> | <b>65,565.00</b> | <b>70,500.02</b> | <b>73,285.02</b> | <b>76,738.07</b> |
| Step 9      | 2,272.66         | 2,443.75         | 2,599.71         | 2,795.41         | 2,905.83         | 3,042.74         |
|             | <b>59,089.16</b> | <b>63,537.54</b> | <b>67,592.45</b> | <b>72,680.70</b> | <b>75,551.50</b> | <b>79,111.19</b> |
| Step 10     | 2,342.95         | 2,519.33         | 2,680.14         | 2,881.88         | 2,995.69         | 3,136.84         |
|             | <b>60,916.81</b> | <b>65,502.48</b> | <b>69,683.65</b> | <b>74,928.80</b> | <b>77,887.86</b> | <b>81,557.87</b> |
| Step 11     | 2,415.42         | 2,597.21         | 2,763.02         | 2,970.98         | 3,088.33         | 3,233.87         |
|             | <b>62,800.85</b> | <b>67,527.49</b> | <b>71,838.59</b> | <b>77,245.54</b> | <b>80,296.53</b> | <b>84,080.54</b> |
| Step 12     | 2,490.14         | 2,677.55         | 2,848.45         | 3,062.87         | 3,183.85         | 3,333.86         |
|             | <b>64,743.72</b> | <b>69,616.23</b> | <b>74,059.72</b> | <b>79,634.60</b> | <b>82,779.98</b> | <b>86,680.44</b> |



**Section A2 (ii): Hourly rates - Part-time Employees**

Hourly salary rates effective 1 September 2012, after 2.5% increase over previous rates.

(Hourly rate = Bi-weekly rate / 75).

| STEP | PS 1  | PS 2  | PS 3  | PS 4  | PS 5  | PS 6  |
|------|-------|-------|-------|-------|-------|-------|
| 1    | 23.75 | 25.54 | 27.17 | 29.21 | 30.37 | 31.80 |
| 2    | 24.48 | 26.33 | 28.01 | 30.11 | 31.30 | 32.76 |
| 3    | 25.24 | 27.14 | 28.87 | 31.05 | 32.27 | 33.79 |
| 4    | 26.02 | 27.98 | 29.77 | 32.01 | 33.27 | 34.84 |
| 5    | 26.83 | 28.85 | 30.69 | 33.00 | 34.30 | 35.92 |
| 6    | 27.66 | 29.74 | 31.64 | 34.02 | 35.36 | 37.03 |
| 7    | 28.51 | 30.66 | 32.61 | 35.07 | 36.45 | 38.17 |
| 8    | 29.39 | 31.61 | 33.62 | 36.15 | 37.58 | 39.35 |
| 9    | 30.30 | 32.58 | 34.66 | 37.27 | 38.74 | 40.57 |
| 10   | 31.24 | 33.59 | 35.74 | 38.43 | 39.94 | 41.82 |
| 11   | 32.21 | 34.63 | 36.84 | 39.61 | 41.18 | 43.12 |
| 12   | 33.20 | 35.70 | 37.98 | 40.84 | 42.45 | 44.45 |

**Section A2 (iii): Minimum hourly rates - Auxiliary Employees**

Minimum hourly salary rates effective 1 September 2012, after 2.5% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Employee may be paid at a higher hourly rate, at the discretion of the College.

|  | PS 1  | PS 2  | PS 3  | PS 4  | PS 5  | PS 6  |
|--|-------|-------|-------|-------|-------|-------|
|  | 23.75 | 25.54 | 27.17 | 29.21 | 30.37 | 31.80 |

**Section A3 (i): Professional Support Salary Grid - Full-time Employees**

Bi-weekly and annual salary rates effective 1 September 2013, after 3.0% increase over previous rates.  
 (Annual salary rate = Bi-weekly rate x 26).

| STEP    | PS 1             | PS 2             | PS 3             | PS 4             | PS 5             | PS 6             |
|---------|------------------|------------------|------------------|------------------|------------------|------------------|
| Step 1  | 1,834.65         | 1,972.71         | 2,098.62         | 2,256.59         | 2,345.74         | 2,456.27         |
|         | <b>47,700.88</b> | <b>51,290.34</b> | <b>54,564.17</b> | <b>58,671.28</b> | <b>60,989.35</b> | <b>63,862.94</b> |
| Step 2  | 1,891.37         | 2,033.75         | 2,163.55         | 2,326.37         | 2,418.29         | 2,530.95         |
|         | <b>49,175.55</b> | <b>52,877.39</b> | <b>56,252.21</b> | <b>60,485.59</b> | <b>62,875.62</b> | <b>65,804.76</b> |
| Step 3  | 1,949.88         | 2,096.63         | 2,230.46         | 2,398.33         | 2,493.08         | 2,610.54         |
|         | <b>50,696.94</b> | <b>54,512.40</b> | <b>57,992.03</b> | <b>62,356.71</b> | <b>64,819.96</b> | <b>67,874.11</b> |
| Step 4  | 2,010.15         | 2,161.46         | 2,299.47         | 2,472.53         | 2,570.19         | 2,691.30         |
|         | <b>52,263.78</b> | <b>56,197.93</b> | <b>59,786.13</b> | <b>64,285.90</b> | <b>66,824.91</b> | <b>69,973.75</b> |
| Step 5  | 2,072.35         | 2,228.33         | 2,370.56         | 2,548.97         | 2,649.68         | 2,774.53         |
|         | <b>53,881.12</b> | <b>57,936.47</b> | <b>61,634.52</b> | <b>66,273.18</b> | <b>68,891.73</b> | <b>72,137.78</b> |
| Step 6  | 2,136.45         | 2,297.23         | 2,443.88         | 2,627.83         | 2,731.60         | 2,860.34         |
|         | <b>55,547.71</b> | <b>59,728.05</b> | <b>63,540.99</b> | <b>68,323.58</b> | <b>71,021.67</b> | <b>74,368.72</b> |
| Step 7  | 2,202.49         | 2,368.28         | 2,519.44         | 2,709.07         | 2,816.10         | 2,948.81         |
|         | <b>57,264.79</b> | <b>61,575.18</b> | <b>65,505.54</b> | <b>70,435.84</b> | <b>73,218.53</b> | <b>76,669.11</b> |
| Step 8  | 2,270.62         | 2,441.55         | 2,597.38         | 2,792.89         | 2,903.21         | 3,040.01         |
|         | <b>59,036.16</b> | <b>63,480.39</b> | <b>67,531.95</b> | <b>72,615.03</b> | <b>75,483.57</b> | <b>79,040.21</b> |
| Step 9  | 2,340.84         | 2,517.06         | 2,677.70         | 2,879.27         | 2,993.00         | 3,134.02         |
|         | <b>60,861.83</b> | <b>65,443.67</b> | <b>69,620.23</b> | <b>74,861.13</b> | <b>77,818.05</b> | <b>81,484.53</b> |
| Step 10 | 2,413.24         | 2,594.91         | 2,760.54         | 2,968.33         | 3,085.56         | 3,230.95         |
|         | <b>62,744.31</b> | <b>67,467.56</b> | <b>71,774.16</b> | <b>77,176.66</b> | <b>80,224.49</b> | <b>84,004.60</b> |
| Step 11 | 2,487.88         | 2,675.13         | 2,845.91         | 3,060.11         | 3,180.98         | 3,330.88         |
|         | <b>64,684.87</b> | <b>69,553.31</b> | <b>73,993.75</b> | <b>79,562.91</b> | <b>82,705.43</b> | <b>86,602.96</b> |
| Step 12 | 2,564.85         | 2,757.87         | 2,933.90         | 3,154.76         | 3,279.36         | 3,433.88         |
|         | <b>66,686.03</b> | <b>71,704.72</b> | <b>76,281.51</b> | <b>82,023.64</b> | <b>85,263.38</b> | <b>89,280.85</b> |

**Section A3 (ii): Hourly rates - Part-time Employees**

Hourly salary rates effective 1 September 2013, after 3.0% increase over previous rates.

(Hourly rate = Bi-weekly rate / 75).

| STEP | PS 1  | PS 2  | PS 3  | PS 4  | PS 5  | PS 6  |
|------|-------|-------|-------|-------|-------|-------|
| 1    | 24.46 | 26.30 | 27.98 | 30.09 | 31.28 | 32.75 |
| 2    | 25.22 | 27.12 | 28.85 | 31.02 | 32.24 | 33.75 |
| 3    | 26.00 | 27.96 | 29.74 | 31.98 | 33.24 | 34.81 |
| 4    | 26.80 | 28.82 | 30.66 | 32.97 | 34.27 | 35.88 |
| 5    | 27.63 | 29.71 | 31.61 | 33.99 | 35.33 | 36.99 |
| 6    | 28.49 | 30.63 | 32.59 | 35.04 | 36.42 | 38.14 |
| 7    | 29.37 | 31.58 | 33.59 | 36.12 | 37.55 | 39.32 |
| 8    | 30.27 | 32.55 | 34.63 | 37.24 | 38.71 | 40.53 |
| 9    | 31.21 | 33.56 | 35.70 | 38.39 | 39.91 | 41.79 |
| 10   | 32.18 | 34.60 | 36.81 | 39.58 | 41.14 | 43.08 |
| 11   | 33.17 | 35.67 | 37.95 | 40.80 | 42.41 | 44.41 |
| 12   | 34.20 | 36.77 | 39.12 | 42.06 | 43.72 | 45.79 |

**Section A3 (iii): Minimum hourly rates - Auxiliary Employees**

Minimum hourly salary rates effective 1 September 2013, after 3.0% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Employee may be paid at a higher hourly rate, at the discretion of the College.

|  | PS 1  | PS 2  | PS 3  | PS 4  | PS 5  | PS 6  |
|--|-------|-------|-------|-------|-------|-------|
|  | 24.46 | 26.30 | 27.98 | 30.09 | 31.28 | 32.75 |

## **Section B: Classification of Professional Support Positions**

New positions in the bargaining unit shall be classified using the College Job Evaluation Plan agreed upon by the parties in letter dated November 9, 2005. When a new position is classified or there is a change in the classification of an existing position, the College shall advise the Union.

## **Section C: Placement of Employees Within Classifications**

### **Initial Salary Placement**

- .01 (a) When a person is appointed to a position in the bargaining unit, the initial salary placement within the salary range for a particular classification shall be determined by the College. An initial placement beyond Step 1 in the salary range shall be based on additional years of relevant education and relevant, diverse and progressive experience beyond that required for the particular classification. The Union shall be advised of the criteria used for placement of Employees beyond Step 1.
- (b) Upon written request by an Employee, the Senior Human Resource Person responsible for classification shall review the initial salary placement of an Employee. Such request shall normally be forwarded within the first six (6) months of appointment.
- (c) Where the review of the initial salary placement results in a different placement due to an error on the part of the College, an Employee's salary shall be adjusted retroactively to the date of appointment or to a maximum of six (6) months, whichever is lesser. Where a change is made based upon new documentation and information, an Employee's salary shall be adjusted retroactively to the date the College received the documentation and information.

### **Progression Through A Range**

- .02 Annual increments shall be based on experience, with one (1) step increase on an Employee's particular scale awarded for each complete year of continuous service as an Employee, so long as the salary progression does not exceed the maximum step for that scale.

### **Reclassification**

- .03 (a) Where an Employee wishes to have that Employee's position reclassified, an Employee shall forward a request to an Employee's immediate supervisor requesting the reclassification together with a job fact sheet summarizing how the position has changed.
- (b) Where the immediate supervisor concurs with the revisions to the job fact sheet, the immediate supervisor shall sign the job fact sheet confirming agreement and shall forward it to the Senior Leader responsible for that functional area for the purpose of determining whether the changes are consistent with the expectations of that position.
- (c) Where the duties on the job fact sheet are not consistent with the expectations for the position, the Senior Leader shall advise the immediate supervisor who will advise an Employee and, where applicable, clarify expectations for the position.

- (d) Where there is more than one position with the same title and classification level as the position for which an Employee is requesting a reclassification, the Senior Leader shall invite other incumbents in these positions to complete a job fact sheet(s).
- (e) The Senior Leader shall:
  - (i) determine whether the job fact sheet(s) appropriately reflects the duties of all the positions with the same position title or
  - (ii) determine whether the duties reflected in one or more job fact sheets are specific to one or more locations, and
  - (iii) forward the approved job fact sheet(s) and/or a consolidated job fact sheet(s) to the Senior Human Resource Person responsible for reclassification.
- (f) Where a Senior Leader forwards an approved job fact sheet(s) and/or consolidated job fact sheet(s) in accordance with .03 (e), the College shall evaluate the position(s) using the criteria of the College Job Evaluation Plan.
- (g) If there is a change in classification level for a position, the change shall apply to incumbents in the College whose duties are reflected on the consolidated job fact sheet for that position.
- (h) Where the College:
  - (i) approves a reclassification on a higher salary band, the College shall:
    - 1. first apply an increment where the reclassification is effective on or within six (6) months of an Employee's eligibility for consideration of an increment (provided an Employee is recommended for an increment and an increment is available in an Employee's present pay range). Where this occurs an Employee will be next eligible for consideration of an increment twelve (12) months beyond the effective date for the reclassification; and,
    - 2. place an Employee on the new salary scale at the next higher step to the salary determined in .03(h) (i) 1; or
  - (ii) determines that a position is to be reclassified on a lower salary band, the classification for the position shall change to the lower classification level. Notwithstanding this, an Employee shall remain on the current salary band as a present incumbent only. However, all future appointments to the position shall be on the new salary band; or
  - (iii) determines that a position is appropriately classified, the classification level shall remain the same.
- (h) The College shall provide to the Union a copy of the letter advising an Employee of its decision.

- (i) Where an Employee is not satisfied with the decision of the College resulting from .03(h) an Employee may appeal the decision in accordance with the provisions of Section D: Classification Advisory and Appeals Committee.

## **Section D: Classification Advisory and Appeals Committee**

The parties agree to establish a Classification Advisory and Appeals Committee (CAAC-PS).

### **Composition**

- .01 (a) three (3) representatives appointed by the Union
- (b) three (3) representatives appointed by the College

### **Terms of Reference**

.02 The CAAC-PS shall:

- (a) Review and recommend to the College changes to, or adjustments in interpretation of, the evaluation factors used in the College Job Evaluation Plan.
- (b) Review and adjudicate on:
  - (i) complaints from Employees regarding salary placement;
  - (ii) complaints from Employees regarding their classification where a change of job duties has occurred.

A majority decision of CAAC-PS shall be binding on an Employee and the parties.

- (c) Establish and implement a set of guidelines to ensure procedural fairness.
- (d) Each party shall appoint a Co-Chair. The Chair of CAAC-PS shall rotate between the two (2) Co-Chairs. The Chair shall be a voting member.

### **Appeals Process**

- .03 (a) Within fourteen (14) days of receipt of a decision of a classification review by the College, an Employee may submit in writing a request for an appeal of that decision to the designated Senior Human Resource Person. Upon receipt of the appeal, the Senior Human Resource Person shall forward the written request, along with all relevant documentation and information used in the original review, to the Co-Chairs of the CAAC-PS.
- (b) Within fifteen (15) days of receipt of an appeal, CAAC-PS shall acknowledge the appeal and shall arrange to meet (either in person or electronically) to consider the appeal. An Employee has the right to appear before CAAC-PS when that Employee's appeal is being dealt with by CAAC-PS.
- (c) CAAC-PS shall review the appeal. Where possible, CAAC-PS shall render its decision within seven (7) days of the meeting in .03 (b) above. An Employee shall be informed immediately of the decision.

- (d) If CAAC-PS fails to reach a majority decision, an Employee may initiate a grievance in accordance with *Article 11: Complaint, Grievance and Arbitration Procedure* commencing at Step 2.
- (e) A majority decision of CAAC-PS, or the decision of an arbitrator in accordance with *Article 11: Complaint, Grievance and Arbitration Procedure*, shall be effective the date the appeal was received by the Senior Human Resource person.
- (f) The parties shall be responsible for the costs of their appointees.
- (g) An arbitrator appointed in accordance with .03 (d) above and *Article 11: Complaint, Grievance and Arbitration Procedure* to hear a classification and salary placement grievance shall have jurisdiction to hear such grievance but shall be governed by Article 11 and limited in jurisdiction to the application of *Schedule 1: Professional Support Classification and Salary Plan*. For greater clarity, the arbitrator shall have no jurisdiction to amend the College Job Evaluation Plan.

## **Section E: Learning College Portfolio**

### **Professional Currencies**

- .01 The parties recognize that Professional Support Employees are essential to advancing learning at NSCC and that success in their role is directly related to currency in the Professional Support Employee's occupation/profession, currency in facilitating learning, and the alignment of the Professional Support role with the values and strategic directions of the College (i.e. organizational currency). As role models in a learning-centered college, Professional Support Employees are expected to demonstrate portfolio currency through commitment to lifelong learning, demonstrating reflective practice, and using learning-centered approaches to help learners achieve learning outcomes.

### **Monetary Recognition**

- .02 In celebration of the Professional Support role in advancing learning at NSCC, the College will honour a Professional Support Employee's contributions to advancing learning through Learning College Portfolio recognition. Effective July 1, 2017, this recognition will be conferred to eligible Professional Support Employees annually and will be accompanied by a total monetary increase of three percent (3%) added to the bi-weekly salary payments of Professional Support Employees receiving the recognition.

### **Participation Voluntary**

- .03 Participation in the process leading to recognition for Learning College Portfolio is voluntary.

### **Eligibility for Participation and Monetary Recognition**

- .04 Upon achieving regular status, Professional Support Employees shall be eligible to participate in the Learning College Portfolio and shall be eligible for monetary recognition twelve months after attaining Step 12 of the salary scale based upon a learning portfolio documenting contributions to advancing learning that covers a minimum period of forty-two (42) months after attaining regular status.

### **Learning College Portfolio Committee Composition**

- .05 The Learning College Portfolio Committee shall comprise a voting Chair designated by the College, three (3) representatives appointed by the College, and three (3) representatives appointed by the Union.

### **Learning College Portfolio Committee Mandate**

- .06 The Learning College Portfolio Committee shall:
- (a) Implement the approved standards/benchmarks for recognizing Learning College Portfolio.
  - (b) Receive, consider and approve learning plans the successful completion of which shall result in conferring the Learning College Portfolio recognition.
  - (c) Provide feedback to applicants whose initial plans may not meet the standards.
  - (d) Review progress at the mid-point of the approved learning plan, and any additional points the Learning College Portfolio Committee deems necessary, and provide feedback.
  - (e) Review and consider for approval any requests to change learning plans previously approved.

### **Dispute Resolution**

- .07
- (a) Where a Professional Support Employee is not satisfied with a decision of the Learning College Portfolio Committee, the Professional Support Employee shall request clarification for the rationale of the decision.
  - (b) In response to the clarification on rationale, an Employee may appeal the decision by making a further submission to the Committee within the next twenty (20) working days of receipt of the clarification.
  - (c) The Committee shall consider the submission and notify the Employee of its decision on the appeal within the next twenty (20) working days. Such decision shall be final and binding.

### **Implementation**

- .08 The implementation date shall be January 1, 2014.

## **Schedule 2: Service Award**

### **Entitlement**

- .01 An Employee appointed as a probationary or regular (permanent) Employee prior to August 1, 1998 under the previous Collective Agreement between the College and the Nova Scotia Teachers Union shall be entitled to a Service Award based upon:
- (a) the years of service with the College up to July 31, 1998, and shall include:
    - (i) all instructional service with the College;



- (ii) all instructional service in the public schools of Nova Scotia;
  - (iii) all instructional service with the Minister of Education;
  - (iv) up to eight (8) years trade training and/or experience provided said years have not been included under .01 (a) (i), (ii), or (iii); and
- (b) the years of continuous service commencing August 1, 1998, in accordance with clause 25.6.
- .02 Where an Employee dies while employed by the College and the Employee would have been entitled to receive a Service Award in accordance with .01 above if the Employee had retired immediately before the Employee's death, the Service Award to which the Employee would have been entitled shall be paid to the Employee's estate.

**Amount**

- .03 Where an Employee is eligible for a Service Award in accordance with clause 39.3 and with .01 or .02 above, the amount of the Service Award shall be the equivalent of the applicable percentage of the annual rate of salary applicable to the Employee on the last date of continuous service with the College.\* Any Employee who retires during the term of this Collective Agreement with 15, 16, 25, or 26 years of service, shall be paid a Service Award of:

| YEARS IN<br>ACCORDANCE<br>WITH .01 | PERCENTAGE |
|------------------------------------|------------|
| 3                                  | 4.50       |
| 4                                  | 4.50       |
| 5                                  | 4.50       |
| 6                                  | 4.50       |
| 7                                  | 4.50       |
| 8                                  | 4.50       |
| 9                                  | 4.50       |
| 10                                 | 8.50       |
| 11                                 | 8.50       |
| 12                                 | 9.00       |
| 13                                 | 9.00       |
| 14                                 | 9.50       |
| 15                                 | 15.00*     |
| 16                                 | 16.00*     |
| 17                                 | 17.00      |
| 18                                 | 18.00      |
| 19                                 | 19.00      |
| 20                                 | 25.00      |
| 21                                 | 26.25      |
| 22                                 | 27.50      |

|            |        |
|------------|--------|
| 23         | 28.75  |
| 24         | 30.00  |
| 25         | 31.25* |
| 26         | 32.50* |
| 27         | 33.75  |
| 28         | 35.00  |
| 29         | 36.25  |
| 30 or more | 45.00  |

| YEARS IN<br>ACCORDANCE<br>WITH .01 | PERCENTAGE |
|------------------------------------|------------|
| 15 years                           | 16.67%     |
| 16 years                           | 16.67%     |
| 25 years                           | 33.33%     |
| 26 years                           | 33.33%     |

- .04 Notwithstanding clause 39.3 and the provisions of .01, .02 and .03 above, where an Employee qualifies for a Public Service Award, the amount payable under the provisions of this schedule shall be reduced by the amount received as a Public Service Award.

**Cash Surrender Value:**

- .05 An Employee may elect to receive a Service Award - Cash Surrender Value after completing ten (10) or more years of service with the College.
- .06 Notice for election of a Service Award - Cash Surrender Value shall be given at least eight (8) months prior to the fiscal year in which the Award is taken. Fiscal year is the period April 1 to March 31 inclusive.
- .07 For Employees with ten (10) to twenty (20) years of service with the College, the Service Award - Cash Surrender Value shall be equal to fifty percent (50%) of the face value of the service award at the time the application is made.
- .08 For Employees with twenty-one (21) to twenty-five (25) years of service with the College, the Service Award - Cash Surrender Value shall be equal to sixty percent (60%) of the face value of the service award at the time the application is made.
- .09 For Employees with twenty-six (26) to thirty (30) years of service with the College, the Service Award - Cash Surrender Value shall be equal to seventy percent (70%) of the face value of the Service Award at the time the application is made.
- .10 For Employees with more than thirty (30) years of service with the College, the Service Award - Cash Surrender Value shall be equal to eighty percent (80%) of the face value of the Service Award at the time the application is made.
- .11 When an Employee elects to receive the Service Award - Cash Surrender Value, then for the purpose of .03, previous years of experience with the College are not included in the calculation of

the Service Award, but shall be used for determining eligibility for a Service Award based on additional years of service with the College.

- .12 An Employee who elects and receives a Service Award - Cash Surrender Value and subsequently leaves the employ of the College and is not eligible for a Service Award according to the requirement set forth in *Article 39: Retirement* or this schedule, shall upon the request of the College, repay to the College the amount received as Service Award - Cash Surrender Value.

### **Schedule 3: Public Service Award**

#### **Public Service Award Eligibility and Amount**

- .01 (a) An Employee appointed as a probationary or regular (permanent) Employee prior to August 1, 1998 under the previous Collective Agreement between the College and the Nova Scotia Government Employees Union who is retired because of age, or mental or physical incapacity, shall be granted a Public Service Award equal to one (1) week's pay for:
- (i) each year of service credited up to July 31, 1998; and
  - (ii) each year of continuous service, in accordance with clause 25.6; commencing August 1, 1998.

The maximum number of years for which a Public Service Award is granted shall be twenty-six (26) years. The Award will include a prorated payment for a partial year of service.

- (b) The amount of Public Service Award provided under .01(a) above shall be calculated by the formula:

$$\frac{\text{Bi-Weekly Salary}}{2} = 1 \text{ week}$$

#### **Entitlement**

- .02 (a) The entitlement of an Employee to a Public Service Award shall be based on an Employee's total service in accordance with .01 (a).
- (b) In addition to the months of service upon which an Employee's Public Service Award entitlement is calculated pursuant to .02 (a) above, the months of prior War Service purchased by an Employee in accordance with the amendment to Section 11 of the *Public Service Superannuation Act*, shall be included as months of service for the purpose of Public Service Award entitlement calculation.

#### **Death Prior to Retirement**

- .03 Where an Employee dies and would have been entitled to receive a Public Service Award if the Employee had retired from the College immediately before the Employee's death, the Public Service Award to which the Employee would have been entitled shall be paid:
- (a) to the beneficiary named by the Employee under the life insurance policy of the Health and Welfare benefits in accordance with *Article 41: Health and Welfare Benefits*; or

- (b) to the Employee's estate if there is no such beneficiary.

#### **Trustee**

- .04 Where the person to whom a Public Service Award is payable has not attained the age of nineteen (19) years or, in the opinion of the Governor in Council, is not capable of managing the Employee's affairs by reason of infirmity, illness or other cause, the Public Service Award shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Award.

#### **Calculation of Award**

- .05 The salary which shall be used to calculate the amount of the Public Service Award in accordance with this article shall be the salary which the Employee was receiving on the date of the termination of employment.

#### **Advance Award**

- .06 There shall be no advance payment of a Public Service Award to any Employee.

#### **Interest Calculation**

- .07 Notwithstanding .06, where an Employee received an advance on a Public Service Award prior to April 1, 1994, the Public Service Award under the provisions of .01 to .05 above shall be reduced by the amount of the advance granted to an Employee with simple interest at such rates as determined from time to time by the Civil Service Commission in consultation with the Minister of Finance calculated from the date of the payment of the advance to the Employee to the date of the termination of employment.

#### **Advance Repayment**

- .08 Notwithstanding .06 above, an Employee who received an advance on a Public Service Award prior to April 1, 1994 may, in any one year and on the anniversary date on which the advance was granted, repay to the Minister of Finance the total amount of the advance granted to the Employee, together with interest at the same rates as determined under .07 above calculated from the date of the payment of the advance to the Employee, to the date of the repayment and, thereafter, .07 above shall not apply to the Employee.

#### **Debt Owning**

- .09 Where an Employee who received an advance on a Public Service Award prior to April 1, 1994 and:
- (a) the Employee is not entitled to a Public Service Award under the provisions of .01 to .05 above, the amount of the advance on the Public Service Award previously granted to the Employee together with interest, as calculated under .07 above, shall be a debt owing by the Employee to the Province; or
  - (b) the amount of the advance on the Public Service Award granted to the Employee, together with interest as calculated under .07 above, exceeds the amount of the Public Service Award to which the Employee is entitled under the provisions of .01 to .05 above, the excess shall be a debt owing by the Employee to the Province;

and the amount owing may be withheld from any sum of money that may be payable by the College to the Employee, or to any other person by reason of the Employee's services.

## **Schedule 4: College Service Award**

### **Entitlement and Amount**

- .01 (a) An Employee hired before August 1, 1998 under a Personal Services Contract who is retired because of age or mental or physical incapacity shall be granted a College Service Award equal to one percent (1%) of the Employee's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include pro-rated amounts for any partial years of continuous service.
- (b) An Employee hired as a probationary or regular Employee on or after August 1, 1998 who is retired because of age or mental or physical incapacity shall be granted a College Service Award equal to one percent (1%) of the Employee's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include pro-rated amounts for any partial years of continuous service.
- (c) An Employee who is eligible for a deferred pension and is laid off within the five (5) year period prior to being eligible to retire with a pension, shall be entitled to receive a College Service Award equal to one percent (1%) of the Employee's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include pro-rated amounts for any partial years of continuous service.

### **Death Prior to Retirement**

- .02 Where an Employee dies and would have been entitled to receive a College Service Award if the Employee had retired from the College immediately before the Employee's death, the College Service Award to which the Employee would have been entitled shall be paid:
- (a) to the beneficiary named by the Employee under the life insurance policy of the Health and Welfare benefits in accordance with *Article 41: Health and Welfare Benefits*;
- (b) to the Employee's estate if there is no such beneficiary.

### **Trustee**

- .03 Where the person to whom a College Service Award is payable has not attained the age of nineteen (19) years or, in the opinion of the College, is not capable of managing the Employee's affairs by reason of infirmity, illness or other cause, the College Service Award shall be paid to such person as the College directs as trustee for the benefit of the person entitled to receive the Award.

### **Calculation of Award**

- .04 The salary used to calculate the amount of the College Service Award in accordance with this article shall be the salary which the Employee was receiving on the date of the termination of employment.

### **Advance Award**

- .05 There shall be no advance payment of a College Service Award to any Employee.

## Appendix 1: Vacation Entitlement Calculations

| 22 Days<br>Maximum |                      | 27 Days<br>Maximum |                      | 32 Days<br>Maximum |                      |
|--------------------|----------------------|--------------------|----------------------|--------------------|----------------------|
| Days<br>Worked*    | Vacation<br>Earned** | Days<br>Worked*    | Vacation<br>Earned** | Days<br>Worked*    | Vacation<br>Earned** |
| 1-2                | 0.0                  | 1-2                | 0.0                  | 0-1                | 0.0                  |
| 3-8                | 0.5                  | 3-6                | 0.5                  | 2-5                | 0.5                  |
| 9-13               | 1.0                  | 7-10               | 1.0                  | 6-8                | 1.0                  |
| 14-19              | 1.5                  | 10-15              | 1.5                  | 9-12               | 1.5                  |
| 20-24              | 2.0                  | 16-18              | 2.0                  | 13-16              | 2.0                  |
| 25-29              | 2.5                  | 19-21              | 2.5                  | 17-19              | 2.5                  |
| 30-35              | 3.0                  | 22-23              | 3.0                  | 20-23              | 3.0                  |
| 36-40              | 3.5                  | 24-27              | 3.5                  | 24-26              | 3.5                  |
| 41-46              | 4.0                  | 28-36              | 4.0                  | 27-30              | 4.0                  |
| 47-51              | 4.5                  | 37-40              | 4.5                  | 31-34              | 4.5                  |
| 52-57              | 5.0                  | 41-45              | 5.0                  | 35-37              | 5.0                  |
| 58-62              | 5.5                  | 46-49              | 5.5                  | 38-41              | 5.5                  |
| 63-67              | 6.0                  | 50-54              | 6.0                  | 42-44              | 6.0                  |
| 68-73              | 6.5                  | 55-57              | 6.5                  | 45-48              | 6.5                  |
| 74-78              | 7.0                  | 58-62              | 7.0                  | 49-51              | 7.0                  |
| 79-84              | 7.5                  | 63-66              | 7.5                  | 52-55              | 7.5                  |
| 85-89              | 8.0                  | 67-71              | 8.0                  | 56-59              | 8.0                  |
| 90-95              | 8.5                  | 72-75              | 8.5                  | 60-62              | 8.5                  |
| 96-100             | 9.0                  | 76-80              | 9.0                  | 63-66              | 9.0                  |
| 101-105            | 9.5                  | 81-84              | 9.5                  | 67-69              | 9.5                  |
| 106-111            | 10.0                 | 85-88              | 10.0                 | 70-73              | 10.0                 |
| 112-116            | 10.5                 | 89-93              | 10.5                 | 74-76              | 10.5                 |
| 117-122            | 11.0                 | 94-97              | 11.0                 | 77-80              | 11.0                 |
| 123-127            | 11.5                 | 98-101             | 11.5                 | 81-84              | 11.5                 |
| 128-133            | 12.0                 | 102-106            | 12.0                 | 85-87              | 12.0                 |
| 134-138            | 12.5                 | 107-110            | 12.5                 | 88-91              | 12.5                 |
| 139-144            | 13.0                 | 111-114            | 13.0                 | 92-94              | 13.0                 |
| 145-149            | 13.5                 | 115-119            | 13.5                 | 95-98              | 13.5                 |
| 150-154            | 14.0                 | 120-123            | 14.0                 | 99-102             | 14.0                 |
| 155-160            | 14.5                 | 124-127            | 14.5                 | 103-105            | 14.5                 |
| 161-165            | 15.0                 | 128-132            | 15.0                 | 106-109            | 15.0                 |
| 166-171            | 15.5                 | 133-136            | 15.5                 | 110-112            | 15.5                 |
| 172-176            | 16.0                 | 137-140            | 16.0                 | 113-117            | 16.0                 |
| 177-182            | 16.5                 | 141-145            | 16.5                 | 118-119            | 16.5                 |
| 183-187            | 17.0                 | 146-149            | 17.0                 | 120-123            | 17.0                 |
| 188-192            | 17.5                 | 150-153            | 17.5                 | 124-127            | 17.5                 |
| 193-198            | 18.0                 | 154-158            | 18.0                 | 128-130            | 18.0                 |

\*

Days  
includes

| 22 Days<br>Maximum |                      | 27 Days<br>Maximum |                      | 32 Days<br>Maximum |                      |
|--------------------|----------------------|--------------------|----------------------|--------------------|----------------------|
| Days<br>Worked*    | Vacation<br>Earned** | Days<br>Worked*    | Vacation<br>Earned** | Days<br>Worked*    | Vacation<br>Earned** |
| 199-203            | 18.5                 | 159-162            | 18.5                 | 131-134            | 18.5                 |
| 204-209            | 19.0                 | 163-166            | 19.0                 | 135-137            | 19.0                 |
| 210-214            | 19.5                 | 167-171            | 19.5                 | 138-141            | 19.5                 |
| 215-220            | 20.0                 | 172-175            | 20.0                 | 142-144            | 20.0                 |
| 221-224            | 20.5                 | 176-179            | 20.5                 | 145-148            | 20.5                 |
| 225-230            | 21.0                 | 180-184            | 21.0                 | 149-152            | 21.0                 |
| 231-236            | 21.5                 | 185-188            | 21.5                 | 153-155            | 21.5                 |
| 237-239            | 22.0                 | 189-193            | 22.0                 | 156-159            | 22.0                 |
|                    |                      | 194-197            | 22.5                 | 160-162            | 22.5                 |
|                    |                      | 198-201            | 23.0                 | 163-166            | 23.0                 |
|                    |                      | 202-205            | 23.5                 | 167-170            | 23.5                 |
|                    |                      | 206-210            | 24.0                 | 171-173            | 24.0                 |
|                    |                      | 211-214            | 24.5                 | 174-177            | 24.5                 |
|                    |                      | 215-218            | 25.0                 | 178-180            | 25.0                 |
|                    |                      | 219-223            | 25.5                 | 181-184            | 25.5                 |
|                    |                      | 224-227            | 26.0                 | 185-187            | 26.0                 |
|                    |                      | 228-232            | 26.5                 | 188-191            | 26.5                 |
|                    |                      | 233-236            | 27.0                 | 192-195            | 27.0                 |
|                    |                      |                    |                      | 196-198            | 27.5                 |
|                    |                      |                    |                      | 199-202            | 28.0                 |
|                    |                      |                    |                      | 203-205            | 28.5                 |
|                    |                      |                    |                      | 206-209            | 29.0                 |
|                    |                      |                    |                      | 210-212            | 29.5                 |
|                    |                      |                    |                      | 213-216            | 30.0                 |
|                    |                      |                    |                      | 217-220            | 30.5                 |
|                    |                      |                    |                      | 221-224            | 31.0                 |
|                    |                      |                    |                      | 225-227            | 31.5                 |
|                    |                      |                    |                      | 228-229            | 32.0                 |

worked

recognized holidays in accordance with *Article 32: Recognized Holidays* but excludes days of paid vacation.

\*\*

Combined entitlement

Where any Employee completes a complete year of continuous service on a date other than August 14, days of paid vacation shall, where clause 31.1 (c) applies, be calculated based upon the rate applicable for the period worked up to and including the date upon which the year of continuous service is complete as well as the rate for the period following the date upon which the year of continuous service is complete.

**Example:**

An Employee who works forty (40) days (including recognized holidays) in a vacation year up to and including the date upon which nine (9) years of continuous service is complete [maximum annual vacation entitlement is twenty-two (22) days] and one hundred ninety (190) days (including recognized holidays) following the date nine (9) years of continuous service is complete [maximum vacation entitlement is twenty-seven (27) days] would be entitled to:

- (a) three and one-half days of paid vacation for the forty (40) days worked; and
- twenty-two (22) days of paid vacation for the one hundred ninety (190) days worked;

for a combined entitlement during the vacation year of twenty-five and one-half (25.5) days of paid vacation.

## **Appendix 2: Health & Welfare Benefits - NSTU Plan**

### **Section 1: Leave for Injury on Duty (Employees in Teachers' Pension Plan)**

- 1.01 (a) When an Employee is injured in the performance of the Employee's duties, which duties have been approved by the College, the Employee, on application to the College, shall be placed on leave with full salary until the Employee is medically certified able to continue working.
- (b) An Employee who is injured in the performance of the Employee's duties shall notify the College of such injury within seven (7) days of the occurrence of the injury. The College may accept notification at such later time as may be reasonable in the circumstances.
- 1.02 Such leave shall not exceed two (2) years from the date of the injury. If the Employee is still unable to resume the Employee's duties, the Employee shall be entitled to use the Employee's sick leave.
- 1.03 The salary paid per 1.01 (a) of this section shall be reduced, during the two (2) year period per 1.02 of this section, by the amounts paid the Employee under any disability or liability insurance settlements toward which the College contributes a premium.
- 1.04 Engagement in other remunerative employment while on leave with pay pursuant to 1.01 of this section, without written College approval, will disqualify the Employee from further salary benefits under the terms of this section.
- 1.05 For the purposes of this section, the College may require the Employee to be examined by a medical practitioner agreeable to both the Employee and the College. The cost of such examination shall be borne by the College.
- 1.06 Notwithstanding 1.02 of this section, should a injured Employee return to work within the two (2) years as provided in 1.02 of this section, the unused portion of this leave shall be credited to the Employee to be used by the Employee in the case of any disability resulting from the original injury. Such use shall be subject to medical evidence.
- 1.07 Where a physician prescribes, as a result of an injury under 1.01, any health care service, product



or device, and where such services are shown to be medically appropriate for the injury claimed, reimbursement may be authorized for the costs of such health care service, product or device beyond that provided for with Total Care. The College will provide such reimbursement when authorized pursuant to the following:

- (a) A Committee comprising the Executive Director of the Union, or designate, and Director, Human Resources, NSCC, or designate;
- (b) Where the committee cannot agree on reimbursement, the Union may refer the claim to an adjudicator who shall be appointed on an annual basis;
- (c) The adjudicator shall not reach any decision inconsistent with the terms of this collective agreement nor alter, amend, or modify any provisions of the collective agreement; and
- (d) The adjudicator will be chosen by the parties. If agreement is not possible the parties will request the Minister of Environment and Labour to appoint an adjudicator

## **Section 2: Insurance**

- 2.01 The College shall pay one hundred (100%) of the monthly premiums for the existing Union Life and AD&D Policy, such coverage in the amount of fifty thousand dollars (\$50,000) for each Employee employed in the Province of Nova Scotia who is a member of the Union.
- 2.02
  - (a) The College shall pay one hundred percent (100%) of the monthly premium of the NSTU Total Care-Medical Single Policy or Family Policy which is in existence on the date of signing of this collective agreement for each Employee who holds either a Single or Family Policy.
  - (b) The ancillary benefits identified in *Section 4: Ancillary Benefits* of this Appendix shall be included in the Total Care Policy, and the College shall pay premiums per 2.02 (a) of this section, in respect of those benefits.
- 2.03
  - (a) The College agrees to pay sixty-five percent (65%) of the monthly premium for the EXTENDED BENEFITS – DENTAL provisions of the Total Care Policy which is in existence on the date of signing of this Collective Agreement.
  - (b) The benefits appended (Section 3: NSTU Group Insurance Total Care Extended Benefits) shall be the approved benefits under the EXTENDED BENEFITS – DENTAL provisions of the Total Care Policy.
  - (c) Billings for EXTENDED BENEFITS – DENTAL shall be separate from all other billings for Total Care;
  - (d) Employees may elect, or decline, to have EXTENDED BENEFITS – DENTAL added to their policy
- 2.04 The College shall pay one hundred percent (100%) of the cost of the policy for Total Care Medical for each retired member holding such policy who is a member of the Public Service Superannuation Plan who retires on or after June 30, 2006.

- 2.05 Effective August 1, 2006 the College shall pay fifty percent (50%) of the monthly premium for each Employee in its employ holding a NSTU Long Term Disability Plan.
- 2.06 The College shall remit to the Union the premiums referred to in 2.01, 2.02, 2.03, and 2.04 of this section as near as possible to the first (1<sup>st</sup>) day of the month for which the premium is payable.
- 2.07 The Union shall furnish the College with an annual audited financial statement of all receipts and disbursements with respect to the insurance coverages referred to in this section.

### **Section 3: NSTU Group Insurance Total Care Extended Benefits**

Basic preventative Maintenance Program plus selected Major Restorative Services.

#### ***Benefit Description***

- 3.01 The following services are provided at 80% of the lesser of the usual and customary charge of the dentist or the Current Dental Association Fee Schedule in effect in the subscriber's province of residence.
- (a) **Diagnostic:** clinical oral examinations (one recall exam every 12 months).
  - (b) **Preventative Services:** cleaning and polishing, fluoride treatments (once in 12 months), pit and fissure sealants, space maintainers, protective athletic appliances (one every 24 months for children up to age 16 - one per lifetime over age 16).
  - (c) **Restorative Services:** fillings, recementing inlays and crowns, removal of inlays and crowns, and cement restorations.
  - (d) **Endodontic Services:** diagnosis and treatment of the pulp (nerve) and tissue which supports the end of the root, root canal therapy and emergency procedures.
  - (e) **Periodontic Services:** diagnosis and treatment of disease which affects the supporting tissue of the teeth, such as the gums and bones surrounding the teeth.
  - (f) **Prosthodontic Services:** Removable: denture repairs, denture rebasing and relining (once in 24 months) and tissue conditioning.
  - (g) **Surgical Services:** extraction of teeth.
  - (h) **Adjunctive General Services:** emergency treatment of pain, local anesthetic or conscious sedation, and consultation with another dentist.
- 3.02 The following services are provided at sixty percent (60%) of the lesser of the usual and customary charge of the dentist or the Current Dental Association Fee Schedule in effect in the subscriber's province of residence, subject to a maximum payment of fifteen hundred dollars (\$1,500.00) per person per calendar year.

**Major Restoration Services:** crown restorations, inlay and onlay restorations, gold fillings when

teeth cannot be restored with other material. This benefit does not include fixed bridgework, prosthetics, or crowns, inlays or onlays associated with the placement of bridges or prosthetics.

The College's premium payment will be based on a current fee guide basis.

### **Appendix 3: Injury on Duty and LTD (Public Service Superannuation Plan)**

#### **Section 1: Compensation for Injury on Duty**

##### ***Reporting of Injuries***

- 1.01 An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of the Employee's duties to the Employee's immediate supervisor in such manner or on such form as the College may from time to time prescribe.

##### ***Record of Injury***

- 1.02 The College shall maintain a record of the Employee's injury on duty and shall accept liability for any recurring disability whilst in its employ that is attributable to the original injury.

##### ***Recurring Disability***

- 1.03 Where disability attributable to the original injury occurs, Employees who have ceased to be Employees of the College shall, where entitlement is established under the same provisions as contained in the *Workers' Compensation Act*, receive benefits the same as contained in the said *Act*.

##### ***Injury Pay Provisions***

- 1.04 When an Employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the Employee is unable to perform the Employee's duties, the College shall grant to the Employee injury on duty leave with pay at the level of compensation and in the manner prescribed by the *Workers' Compensation Act* for a period as the Workers' Compensation Board may specify. The College agrees to top-up injury on duty pay to eighty-five percent (85%) of net average earnings, as provided for in Section 49 of the *Workers' Compensation Act*.

#### **Section 2: Long-term Disability Plan**

Employees participating in the Public Service Superannuation Plan shall participate in the Province of Nova Scotia Long Term Disability Plan. Contributions to the LTD Fund and the cost sharing arrangements shall be determined by the Trustees of the LTD Plan. Employees participating in the LTD Plan shall be provided with Plan documentation and amendments on a time to time basis.

### **Letter of Understanding #1: Interpretation of Campus**

The parties agree that, for the purposes of *Article 26: Position Reductions, Lay-off, and Reinstatement*, campus means:

- .01 the sites headquartered in the Halifax Regional Municipality
- .02 the sites headquartered in Lawrencetown and Middleton
- .03 the sites headquartered in Shelburne
- .04 the sites headquartered in Yarmouth

- .05 the sites headquartered in Bridgewater
- .06 the sites headquartered in Kentville
- .07 the sites headquartered in Port Hawkesbury
- .08 the sites headquartered in Stellarton
- .09 the sites headquartered in Sydney
- .10 the sites headquartered in Truro
- .11 the sites headquartered in Springhill

Each of the above sites includes any associated locations including satellites and learning centres. Any changes to the above shall be dealt with through discussions between the Parties.

### **Letter of Understanding #2: Community College Master Agreement**

This letter is to confirm that the provisions of the Master Agreement (Community College) Supplementary Agreement (2006) covering benefits to NSTU members shall be continued.

### **Letter of Understanding #3: Effective Date**

It is understood and agreed by the parties, in this Collective Agreement:

- .01 clauses that are unchanged from clauses in the previous Professional Support Collective Agreement commencing September 1, 2008 are continued in effect from September 1, 2011;
- .02 clauses that state an effective date are effective on the stated date;
- .03 all other clauses in this Agreement are effective on the date of the signing of this Agreement.

## Outline - Article 11: Complaint, Grievance, and Arbitration Procedure

### Employee Initiated

| Stage                    | Timeframe   | Action   | Result  | Total Days Passed |
|--------------------------|---|--|---|-------------------|
| <b>Complaint</b>         | (a) within 21 days after circumstances giving rise to complaint occurred            | discuss with immediate supervisor (representation at option of Employee)             |   | <b>21</b>         |
|                          | (b) within 14 days after meeting in (a)   | response by immediate supervisor   | resolution or file grievance (if nature of complaint meets definition of grievance) | <b>35</b>         |
| <b>Grievance: Step 1</b> | Step 1<br>(c) within 42 days after circumstances giving rise to complaint occurred  | grievance filed with Senior Human Resources Person                                   |   | <b>42</b>         |
|                          | (d) within 14 days after grievance filed  | meeting: Employee and College designate (Union representation at option of Employee) |   | <b>56</b>         |
|                          | (e) within 14 days after meeting in (d)   | decision by College designate  | resolved, withdrawn, or proceed to Step 2   | <b>70</b>         |
| <b>Grievance: Step 2</b> | Step 2<br>(f) within 14 days after decision in (e)                                  | grievance forwarded by Union to College designate                                    |   | <b>84</b>         |
|                          | (g) within 14 days after receipt of grievance in (f)                                | meeting: College and Union (Employee at option of Union)                             |   | <b>98</b>         |
|                          | (h) within 14 days after meeting in (g)   | College decision to Union  | resolved, withdrawn, or proceed to arbitration                                      | <b>112</b>        |
| <b>Arbitration</b>       | (i) within 28 days after decision in (h)  | Union notification to College of intent to proceed to arbitration                    |   | <b>140</b>        |
|                          | (j) within 14 days following notice in (i)  | parties agree on arbitrator  |   | <b>154</b>        |
|                          | (k) within 28 days following submission to arbitrator                               | parties set arbitration dates  |   | <b>182</b>        |
|                          | (l) timeframe at discretion of Arbitrator; parties may request a specific timeframe | arbitration decision/award   | decision final and binding on parties   | <b>varies</b>     |

### Notes:

- The process outlined above applies to grievances not involving suspension, discharge from employment, or layoff. Where suspension, discharge from employment, or layoff applies, the grievance process can be initiated within seven (7) days of the suspension, discharge, or layoff. Within seven (7) days of receipt of the grievance, the College shall meet with the Employee (Union representation at option of Employee). Within seven (7) days of this meeting, the College shall render the decision (in writing) to uphold, vary, or revoke the suspension or discharge; or uphold, delay, or rescind the lay-off. Where the Union decides to proceed to arbitration, the process noted above for arbitration applies.

2. A grievor may withdraw a grievance at any step of the grievance/arbitration process by giving written notice to the respondent. Except where the parties agree otherwise, if a grievor fails to initiate or process a grievance within the prescribed timeframes, the grievance is deemed abandoned. Except where the parties agree otherwise, if a respondent fails to respond within the prescribed timeframes, the grievor may proceed the grievance to the next step.

### College (Union) Initiated

| Stage       | Timeframe   | Action   | Result  | Total Days Passed<br>* |
|-------------|---|--|---|------------------------|
| Grievance   | (a) within 28 days of knowledge of facts giving rise to grievance                     | grievance filed with Union (College)   |   | 28                     |
|             | (b) within 14 days after grievance filed in (a)                                       | meeting between College and Union  |   | 42                     |
|             | (c) within 14 days following meeting in (b)   | decision by Union (College)  | resolved; or withdrawn; or proceed to arbitration stage | 56                     |
| Arbitration | (d) within 28 days following decision in (c)  | College (Union) notification to Union (College) of intent to proceed to arbitration. |   | 84                     |
|             | (e) within 14 days following notice in (d)  | parties agree on arbitrator  |   | 98                     |
|             | (f) within 28 days following submission to arbitrator                                 | parties set arbitration dates  |   | 126                    |
|             | (g) timeframe at discretion of Arbitrator; parties may request a specific time- frame | arbitration decision/award   | decision final and binding on parties                   | varies                 |

\* *The times indicated reflect the total time passed from the time an incident occurs until a decision is reached by an arbitrator, provided no timeframes have been waived or extended by the parties at any stage.*

**Note:** The information provided above is an outline only. The text in Article 11 takes precedence over the outline.

*This outline is based upon horizontal outline dated February 21, 2013*

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| Step 5a | <b>PLACEMENT</b><br><br><b>COLLEGE</b><br><br><b>SAME POSITION CATEGORY</b><br><br><b>LOWER CLASSIFICATION</b>   | <b>No decision within timelines = automatic notice of lay-off</b><br><br><b>If placed/reinstatement List. No severance unless laid off from this position.</b><br><br><b>If placement declined/lay-off/reinstatement or resign with severance</b>  |
| OR      |  | OR   |
| Step 5b | <b>DISPLACEMENT</b><br><br><b>SAME CAMPUS OR COLLEGE</b><br><br><b>SAME/LESSER POSITION CATEGORY</b><br><b>SAME/LOWER CLASSIFICATION</b><br><br><i>Least Possible Seniority</i><br><br><i>Either position category or Classification or both would be lesser/lower</i> | <b>No decision within timelines = automatic notice of lay-off</b><br><br><b>If displacement occurs, displacing Employee not eligible for severance/reinstatement</b><br><br><b>If displacement declined, lay-off/reinstatement or resign/severance</b><br><br><b>If no placement or displacement option, lay-off/reinstatement or resign/severance</b> |



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