

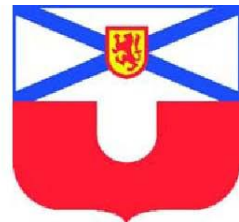
# Fourth Collective Agreement

Between  
Nova Scotia Community College  
and  
Nova Scotia Teachers Union

## Faculty

Term of Agreement: September 1, 2008 – August 31, 2011  
Date of Signing: November 25, 2009

***nsc*cc**



# Table of Contents

<b>Preamble</b>	<b>1</b>
<b>Administration of Agreement</b>	<b>2</b>
Article 1: Definitions .....	2
Article 2: Recognition.....	3
Article 3: Application .....	4
Article 4: College’s Responsibilities .....	5
Article 5: Joint Responsibilities .....	5
Article 6: Existing or Future Legislation.....	6
Article 7: Harassment and Discrimination .....	7
Article 8: Union Information .....	8
Article 9: College-Union Committee .....	8
Article 10: Printing and Distribution of Collective Agreement.....	9
Article 11: Complaint, Grievance and Arbitration Procedure.....	9
<b>Staffing</b>	<b>17</b>
Article 12: Workplace Diversity .....	17
Article 13: Appointment and Termination of Employment.....	17
Article 14: Position Categories .....	22
Article 15: Status of Faculty Member .....	25
Article 16: Reduced Instructional Assignment Plan.....	31
Article 17: Faculty Exchange, Secondment, and Temporary Reassignment Opportunities ...	33
Article 18: Auxiliary Faculty Members .....	37
<b>Working Conditions</b>	<b>39</b>
Article 19: Faculty Duties.....	39
Article 20: Professional Development: Supporting Excellence in Teaching and Learning ....	43
Article 21: Performance Review - Building Employee Success .....	53
Article 22: Faculty Salary Plan .....	53
Article 23: Union Deductions .....	55
Article 24: Official Employment File .....	55
Article 25: Continuous Employment, Continuous Service, and Seniority .....	58
Article 26: Position Reductions, Lay-Off, and Reinstatement .....	62
Article 27: Health and Safety.....	70
Article 28: Third Party Liability Insurance .....	71

Article 29: Legal Assistance and Protection.....	71
Article 30: Discipline.....	71
<b>Leave</b>	<b>73</b>
Article 31: Vacation.....	73
Article 32: Recognized Holidays.....	77
Article 33: Sick Leave.....	79
Article 34: Pregnancy, Parental, Spousal, and Adoption Leaves.....	87
Article 35: Bereavement Leave.....	91
Article 36: Special Circumstances Leaves.....	92
Article 37: Union Leave.....	97
Article 38: Leave for Union President.....	99
<b>Benefits</b>	<b>100</b>
Article 39: Retirement.....	100
Article 40: Re-employment Following Early Retirement.....	101
Article 41: Health and Welfare Benefits.....	102
Article 42: Deferred Salary Leave Plan.....	103
<b>Conclusion</b>	<b>107</b>
Article 43: Amendment.....	107
Article 44: Entire Agreement.....	107
Article 45: Term of Collective Agreement.....	108
Schedule 1: Faculty Salary Plan.....	109
Schedule 2: Service Award.....	120
Schedule 3: Public Service Award.....	123
Schedule 4: College Service Award.....	125
Appendix 1: Vacation Entitlement Calculations.....	127
Appendix 2: Health & Welfare Benefits –NSTU Plan.....	129
Appendix 3: Injury on Duty and LTD (Public Service Superannuation Plan).....	133
Letter of Understanding #1: Interpretation of Campus.....	134
Letter of Understanding #2: Community College Master Agreement.....	134

Letter of Understanding #3: Faculty Salary Plan .....	135
Letter of Understanding #4: Effective Date .....	137
Outline - Article 11: Complaint, Grievance, and Arbitration Procedure.....	138
Outline - Article 26: Position Reductions, Lay-off, and Reinstatement .....	140

# 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 Faculty Members 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 Faculty Members;
- (c) settle terms and conditions of employment among the College, the Union, and Faculty Members;
- (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:

**Academic Year** means the twelve (12) month period commencing on the fifteenth (15th) day of August in any calendar year and ending on the fourteenth (14th) day of August in the year following.

**Assignment** means the assigned instructional and related duties of a Faculty Member, 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, a Faculty Member shall be assigned to a specific campus.

**Casual Person** means any person hired to instruct nine (9) or fewer instructional contact hours per week for non-core programs or six (6) or fewer instructional contact hours per week for core programs 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 that must be successfully completed by all Faculty Members 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.

**Exchange** means an arrangement, approved by the College, whereby a Faculty Member exchanges assignments with another Faculty Member 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.

**Faculty or Faculty Member** means a person who performs instructional and related professional responsibilities in the bargaining unit covered by this Collective Agreement.

**Faculty 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 Faculty Member may be performing duties of a comparable or different nature to those of the Faculty Member's position.

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

**Instructional Contact Hour (ICH)** means a period of sixty (60) minutes of assigned instructional responsibilities with a class. Time necessary to move between classes shall be allotted within the sixty (60) minutes where required. ICHs shall be assigned by the College.

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

**Non-Core Program [Extension Program]** means any course or group of courses other than those included in a core program.

**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.

**Student Christmas Break** means that period between the fall and winter semesters including Christmas Day, New Year's Day, the intervening days and other such working days during which the College does not schedule instructional contact hours. Such dates to be determined by the College.

**Student Winter Break** means a one-week period in the winter semester during which the College does not schedule instructional contact hours. Such dates to be determined by the College.

**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 a Faculty Member 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 a Faculty Member 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 Faculty Bargaining Unit.

### **Bargaining Unit Inclusions**

2.2 Except as provided in clause 2.3, the Faculty Bargaining Unit is comprised of all probationary, regular, term or auxiliary Faculty Members in position categories defined in *Article 14: Position Categories* employed to perform theoretical and practical instructional responsibilities as described in *Article 19: Faculty Duties*.

### **Bargaining Unit Exclusions**

2.3 The Faculty Bargaining Unit shall exclude the following:

- (a) persons holding positions of President, Vice President, Principal, or Academic Chair;
- (b) persons holding 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 employed by the College whose primary responsibilities are non-instructional in nature but who are assigned to instruct for two hundred (200) or fewer instructional contact hours annually;
- (e) persons on secondment or exchange from an organization external to the College;
- (f) students employed on cooperative education programs and persons hired under government-sponsored programs working under the direction and supervision of a Faculty Member. (The employment of such persons and students shall neither reduce, alter, or diminish the number of bargaining unit positions nor reduce or diminish the responsibilities of a Faculty Member.)

## **Article 3: Application**

### **Parties Bound**

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

### **Core Programs**

3.2 Core programs mean those programs:

- (a) for which the College grants a Certificate, Diploma, Advanced Diploma, or delivers the Nova Scotia High School Graduation Diploma for Adults; and
- (b) which are open to fee or tuition paying students according to the tuition structure of the College approved annually by the Department of Education.



- 3.3 To ensure College programs are viable to the present and future needs of those served, the College assesses its programs on an ongoing basis. The College shall invite one representative of the Union to a meeting with the Deans' Council twice annually for the purpose of discussing trends in program development and renewal. The first meeting shall be held not later than November 30 and the second meeting not later than March 31 each academic year. The Union may also request a third meeting, and the College shall accommodate the request.
- 3.4 No existing core program shall be arbitrarily discontinued, but the decision to discontinue a core program, or section(s) thereof, shall be non-grievable.
- 3.5 The offering of a non-core program at a campus shall not result in the cancellation of an existing core program(s) at that campus.

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

- 4.1 The management and direction of all Faculty Members 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 Faculty Members;
  - (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 Faculty Members and specify Faculty Members' 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 Faculty Members 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 Faculty Members for the purpose of compelling Faculty Members, 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 Faculty Members - 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 of Education of the Province 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 Faculty Members 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 Faculty Members 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 Faculty Member, or otherwise discriminate against any Faculty Member in regard to employment or any term or condition of employment, because the Faculty Member 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 seek to compel a Faculty Member to refrain from exercising any right under this Collective Agreement.
- 7.3 A Faculty Member's qualifications for placement on the salary grid or place of residence shall not be cause for termination of employment.
- 7.4 Neither the College nor the Union nor any person acting on behalf of either party shall discriminate against any Faculty Member as specified under the *Nova Scotia Human Rights Act. R.S., c.214, s.1.*
- 7.5 Neither the College nor the Union nor any person acting on behalf of either party shall discriminate against any Faculty Member as specified under the *Trade Union Act. R.S., c.475, s.1.*

### Policy and Procedures

- 7.6 The College shall establish and maintain a policy and procedures on harassment and discrimination.
- 7.7 The procedures shall state the structure of the Harassment and Discrimination Committee, the roles and responsibilities of the committee members, the procedures for handling complaints and investigations and a mechanism for review of the policy and procedures which invites Faculty participation.
- 7.8 The College shall be responsible for communicating the Harassment and Discrimination Policy and Procedures to its Faculty Members and the Union and for informing Faculty Members and the Union of any change(s) to the Policy and Procedures.

### Investigation and Discipline

- 7.9 Should a Faculty Member be the complainant or respondent in an investigation, the Faculty Member shall have the right to have Union representation at all meetings involving the Faculty Member. At the conclusion of an investigation, a Faculty Member 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 four (4) Faculty Member representatives from the Union and up to four (4) 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 Faculty Members 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 four (4) Faculty 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 signed by representatives of each of the parties who attended the meeting as promptly as possible after the meeting.

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

- 10.1 The College shall provide an electronic copy of the Faculty 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 Faculty Member 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 Faculty Member who so requests prior to the printing.

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

### **Purpose**

- 11.1 (a) The College, the Union and Faculty Members 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, a Faculty Member 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 Faculty Member'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 Faculty Member. The Faculty Member may have a Union representative present if so desired by the Faculty Member. The immediate supervisor's response to the complaint shall be given not later than fourteen (14) days after the discussion with the Faculty Member.

### **Grievance Stage**

11.3 The following may initiate a grievance:

- (a) a Faculty Member on the Faculty Member's own behalf or on behalf of the Faculty Member and one or more other Faculty Members (in the latter case, all Faculty Members 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 a Faculty-initiated grievance, the Union may act on behalf of the Faculty Member 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 a Faculty- 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: Faculty-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 Faculty Member 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 Faculty Member.
- (b) A person designated by the College to hear a Faculty grievance at step one of the grievance stage shall arrange to meet with the Faculty Member within the next fourteen (14) days at a time agreeable to both the College and the Faculty Member. The Faculty Member may have a Union representative present if so desired by the Faculty Member. Within fourteen (14) days of such meeting, the College shall forward a written decision to the Faculty Member 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 Faculty Member 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 Faculty Member, 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 a Faculty 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 Faculty Member present at the meeting described in (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 Faculty Member approved by the College, if so requested by the Faculty Member.

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

- 11.9 (a) A Faculty Member who wishes to grieve the Faculty Member'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 a Faculty Grievance involving suspension or discharge from employment shall arrange to meet with the Faculty Member within seven (7) days of receipt of the grievance, at a time agreeable to both the College and the Faculty Member. The Faculty Member may have a Union representative present if so desired by the Faculty Member. 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 Faculty Member 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 Faculty Member;*
  - (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: Faculty Salary Plan;*  
or
- (b) group grievances. A group grievance is one that is submitted on behalf of more than one Faculty Member; 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 Faculty Member.

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

***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 a Faculty Member.

#### ***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 11.08 (b), 11.09 (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.

#### ***Single Arbitrator***

11.16 Unless otherwise agreed by the Union and the College the arbitration of grievances shall be by a single 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 a single arbitrator not later than fourteen (14) days after the receipt of the notice.
- (b) Where the parties have failed to reach agreement on the selection of a single arbitrator within fourteen (14) days, the selection of an arbitrator, at the request of either party, shall be made by the Minister responsible for Environment for Nova Scotia.
- (c) The single arbitrator shall be considered to be an Arbitration Board for purposes of clauses 11.18 through 11.28 inclusive.

#### ***Arbitration Board***

11.17 Where the parties mutually agree, arbitration of grievances shall be by a three (3) person Arbitration Board, and the notice referred to in clause 11.15 shall contain the first party's appointee to the Arbitration Board. The following procedure shall then apply:

- (a) The party who receives the notice shall, not later than fourteen (14) days after receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
- (b) The two (2) members of the Arbitration Board named by the parties

shall, not later than fourteen (14) days following appointment of the second of them, appoint to the Arbitration Board a third member who shall be the Chairperson thereof.

- (c) Where the two members of the Arbitration Board have failed to reach agreement on the selection of a Chairperson not later than fourteen (14) days after the appointment of the second member, the selection of a Chairperson, at the request of either party, shall be made by the Minister responsible for Labour for Nova Scotia.
- (d) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.

### ***Arbitration Proceedings***

- 11.18 Where a matter is submitted to arbitration, the Arbitration Board shall commence hearings not later than twenty-eight (28) days after the matter being submitted to the Arbitration Board and 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 award of the Arbitration Board.
- 11.19 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.
- 11.20 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.
- 11.21 The Arbitration Board 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 Faculty Member or Faculty Members affected by it.
- 11.22 The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- 11.23 The Arbitration Board shall submit a report on the findings and the decision of the Board to the parties not later than twenty-one (21) days following the completion of the hearing.
- 11.24 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 11.25 In the case of a three (3) person Arbitration Board, the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.

- 11.26 The Arbitration Board shall not have the power to add to, subtract from, modify or alter in any way the provisions of this Collective Agreement.
- 11.27 The Arbitration Board shall expressly confine itself to the issue contained in the grievance submitted to the Board and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- 11.28 Except as provided in clause 13.12, where the Arbitration Board determines that a Faculty Member has had employment terminated or has been otherwise disciplined by the College for just cause, the Arbitration Board may substitute such other penalty or remedy in lieu of the termination or the disciplinary action as the Arbitration Board deems just and reasonable under the circumstances.

***Arbitration Expenses***

- 11.29 With the exception of expenses noted in (a) and (b) below, the expenses incurred by and in respect of a Single Arbitrator that are not otherwise covered by the Department responsible for Labour shall be shared equally between the College and the Union.
- (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.
- 11.30 The expenses incurred by and in respect of a three (3) person Arbitration Board that are not otherwise covered by the Department responsible for Labour shall be paid as follows:
- (a) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
  - (b) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
  - (c) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
  - (d) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
  - (e) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

# 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 only 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 a Faculty Member 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 instruction and related professional responsibilities for its clients. All appointments shall therefore be based upon the College's assessment of the following criteria:
- (a) relevant skills and knowledge;
  - (b) relevant occupational experience and employment;
  - (c) relevant experience in delivery of educational programs to adults;
  - (d) relevant education and qualifications; and

- (e) where applicable, other bona fide relevant operational requirements.
- 13.2
- (a) 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.
  - (b) Where the College includes other relevant operational requirements in the selection criteria, the College shall provide the Union, when the Union so requests, the scoring/rating system used in the application of the criteria in the selection process.

***Appointment Letter***

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

***Vacancies to be Posted***

- 13.4 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***

***Faculty Members on Reinstatement List***

- 13.5
- (a) Except as provided in clause 26.2 (l), where a Faculty Member 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 Faculty Member to the position.
  - (b) Where two or more Faculty Members whose names are on the Reinstatement List apply for and are qualified for a posted vacancy, the College shall appoint the Faculty Member 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 Faculty Members who are subject to the layoff procedures pursuant to *Article 26: Position Reduction, Layoff, and Reinstatement* and second to Faculty Members 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) to Faculty Members with regular status;
- (b) to Faculty Members with probationary status;
- (c) to Faculty Members with term status; preference for term Faculty Members 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; persons with disabilities, and women. This sub-section 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.

In accordance with clause 14.4, the College shall give the preference noted in clauses 13.5 and 13.6 in hiring persons on a casual basis.

### **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 a Faculty Member:

- (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 clause 26.5 (b);
- (g) abandons the Faculty Member's position and is deemed to have resigned in accordance with clause 13.15.

- 13.9 Notwithstanding clause 13.8 (b), a Faculty Member may be re-employed in accordance with the provisions of clause 39.3 or *Article 40: Re-Employment Following Early Retirement*.

***Faculty Members 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 Faculty Member who has not met, by the end of the probationary period, the criteria noted in clause 15.8 (b) and (c).
- 13.11 The College may terminate the employment of a probationary full-or part-time Faculty Member, a term full- or part-time Faculty Member or an auxiliary Faculty Member 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 Faculty Member or auxiliary Faculty Member: four (4) weeks;
  - (b) following twelve (12) months from the date of appointment as a probationary or term full- or part-time Faculty Member or auxiliary Faculty Member: eight (8) weeks.

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

- 13.12 The decision of the College to terminate the employment of a probationary full- or part-time Faculty Member, a term full- or part-time Faculty Member or an auxiliary Faculty Member 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, a Faculty Member from employment for just cause.

***Abandonment of Position***

- 13.15 A Faculty Member shall be deemed to have resigned where that Faculty Member:
- (a) is absent from the Faculty Member'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 Faculty Member'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 Faculty Member; or

- (c) utilizes a paid leave of absence of twenty-two (22) or more consecutive working days or a 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 Faculty Member'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 Faculty Member.

### ***Resignation***

13.16 A Faculty Member who resigns shall provide written notice to the College in accordance with the following:

- (a) during the first twelve (12) months following the Faculty Member'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 Faculty Member and the College, a Faculty Member who fails to provide written notice in accordance with clause 13.16 shall have deducted, from monies owed the Faculty Member by the College, a sum equivalent to the salary payable to the Faculty Member for the period of notice which the Faculty Member has failed to work.

### **Academic Chairs**

13.18 The Union recognizes the position of the College that, with the implementation of the College's re-structured Department Head generic position description of June 12, 1998, persons employed as Academic Chairs shall be performing substantial managerial duties. As a result, these positions are appropriately outside the bargaining unit. However, the parties agree that the following conditions shall apply:

- (a) Where Faculty Members apply for and are appointed as Academic Chairs, they shall be entitled to a leave of absence of up to twenty-four (24) months from the bargaining unit effective the date of appointment as Academic Chair.
- (b) Faculty hired to backfill for Academic Chairs who are on a leave of absence in accordance with 13.18 (a) shall be hired on one (1) year term appointments.
- (c) Persons who are hired as Academic Chairs on or after August 1, 1998 who are not regular or probationary Faculty Members at the

time of appointment as Academic Chair shall not be subject to the provisions of this article and, in accordance with *Article 2: Recognition*, shall be excluded from this bargaining unit.

- (d) The instructional load of an Academic Chair shall be not more than two hundred (200) instructional contact hours annually.
- (e) The Union reserves the right to make application to the Labour Relations Board if the key job functions of Academic Chairs are not consistent with the managerial responsibilities and accountabilities as described in the generic position description of June 12, 1998.

13.19 The College shall advise the Union, on a monthly basis, of the appointment, cancellation of appointment, or termination of employment of any Faculty Member.

## 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 Faculty Member 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 instructional contact hours per week as follows:

	Duration of Position			
Instructional Contact Hours per Week	52 weeks annually	≥ 32 weeks annually	≥ 16 weeks annually but ≤ 36 consecutive months	> 4 consecutive weeks but < 16 weeks annually
Full-Time	Continuing Full-Time Position	Recurring Full-Time Position (≥ 32 but ≤ 42)	Term Full-Time Position	Auxiliary Position
≥ 16 but < Full-time	NA	Recurring Part-Time Position	Term Part-Time Position	Auxiliary Position
< 16 but > 6 (core) or < 16 but > 9 (non-core)	NA	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 instructional and related professional 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.

(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 instructional and related professional responsibilities; and
- (iii) the period worked is not fewer than thirty-two (32) weeks but not more than forty-two (42) weeks annually.

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

(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 not fewer than sixteen (16) instructional contact hours per week but fewer than full-time; and

- (iii) the minimum period worked totals thirty-two (32) weeks annually.
- (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) weeks annually but;
    2. not more than thirty-six (36) consecutive months; and
  - (ii) in which the incumbent is assigned full-time instructional and related professional 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) weeks annually; but
    2. not more than thirty-six (36) consecutive months; and
  - (ii) the incumbent is assigned to instruct:
    1. not fewer than sixteen (16) instructional contact hour 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 more than nine (9) instructional contact hours per week for non-core programs or more than six (6) instructional contact hours per week for core programs.

### **Appointments Not Covered**

- 14.3 A person shall be employed on a casual basis and shall not be covered by this Collective Agreement when that person works for not more than four (4) consecutive weeks and/or instructs for not more than:
- (a) nine (9) instructional contact hours per week in non-core programs;
  - (b) six (6) instructional contact hours per week in core programs.
- 14.4 Notwithstanding clause 14.3, the College shall give preference to Faculty Members 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 a Faculty Member.

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 a Faculty Member.

## **Article 15: Status of Faculty Member**

### **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 Faculty Member for continuing or recurring employment as a regular full-or part-time Faculty Member.

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

- 15.2 (a) Except as otherwise provided for in this article, a Faculty Member 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 a Faculty Member 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 Faculty Member 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 Faculty Member:
  - (i) is appointed to a continuing or recurring full-time position as a probationary full-time Faculty Member; 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 towards 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 Faculty Member 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 Faculty Member has requested an extended period to complete 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.

### ***Performance Review***

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

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

15.7 (a) The College shall require each person appointed as a probationary full-or part-time Faculty Member on or after April 1, 1997 to

successfully complete the College's CCEDP prior to the College granting regular status in accordance with clause 15.8. Unless the College has approved an extension to the period available to complete the CCEDP:

- (i) a probationary full-time Faculty Member 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 Faculty Member must successfully complete the CCEDP within thirty-six (36) months of continuous service from the date the probationary period commenced.
- (b) A Faculty Member 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 Faculty Member's qualifications as an adult educator. This assessment may conclude that the Faculty Member is not required to complete all or part of the CCEDP requirements.

### **Regular Status**

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

15.8 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 Faculty Member 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.

### ***Seniority***

15.9 A Faculty Member shall acquire, upon the College's conferring regular status, seniority in accordance with clause 25.11.

### **Position Category and Status of Faculty Member**

15.10 Except for a temporary replacement as provided for in this article or clause 16.16, the appointment status of a Faculty Member is determined by the category of the position occupied as follows:

Position Category	Appointment Status of Faculty Member
Continuing Full-time or Recurring Full-time	Regular Full-time or Probationary Full-time
Recurring Part-time	Regular Part-time or Probationary Part-time
Term Full-time	Term Full-time
Term Part-time	Term Part-time
Auxiliary	Auxiliary

- (a) **Regular Full-Time Faculty Member** means a Faculty Member appointed to a continuing or recurring full-time position who has successfully completed the requirements for being granted regular status in accordance with clause 15.8.
- (b) **Probationary Full-Time Faculty Member** means a Faculty Member 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 15.8.
- (c) **Regular Part-Time Faculty Member** means a Faculty Member appointed to a recurring part-time position who has successfully completed the requirements for being granted regular status in accordance with clause 15.8.
- (d) **Probationary Part-Time Faculty Member** means a Faculty Member appointed to a recurring part-time position who has not yet successfully completed the requirements for being granted regular status in accordance with clause 15.8.
- (e) **Term Full-Time Faculty Member** means a Faculty Member appointed to a term full-time position.
- (f) **Term Part-Time Faculty Member** means a Faculty Member appointed to a term part-time position.
- (g) **Auxiliary Faculty Member** means a Faculty Member appointed to an auxiliary position.

**Status Exceptions**

***Temporary Replacement***

15.11 The appointment status of a person (including a Faculty Member whose name is on the Reinstatement List) replacing an incumbent Faculty Member 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 Of Temporary Replacement	Duration of Replacement		
	≥ 16 weeks annually but ≤ 36 consecutive months	> 4 consecutive weeks but < 16 weeks annually	≤ 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	Auxiliary	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) weeks annually but not more than thirty-six (36) consecutive months shall be a term full-time (part-time) Faculty Member;
  - (ii) A person who works for more than four (4) consecutive weeks but fewer than sixteen (16) weeks annually shall be an auxiliary Faculty Member;
  - (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) weeks annually but not more than thirty-six (36) consecutive months shall be a term full-time (part-time) Faculty Member;
  - (ii) A person who works for more than four (4) consecutive weeks but fewer than sixteen (16) weeks annually shall be an auxiliary Faculty Member;
  - (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 Faculty Member;
  - (ii) A person who works for not more than four (4) consecutive weeks shall be a person employed on a casual basis.

- 15.12 A person hired to replace an incumbent Faculty Member who has assumed a less than full-time assignment in accordance with the Reduced Instructional Assignment Plan shall be employed in accordance with clause 16.16.
- 15.13 Where a person hired to replace an incumbent Faculty Member who has temporarily vacated a position is appointed:
- (a) as a casual person in accordance with clauses 15.11 or 15.12 subsequently qualifies as an auxiliary or term Faculty Member, the appointment status of the casual person shall be changed to auxiliary or term, as appropriate, retroactive to the date of initial appointment;
  - (b) as an auxiliary Faculty Member in accordance with clauses 15.11 or 15.12 subsequently qualifies as a term Faculty Member, the appointment status of the auxiliary person shall be changed to term retroactive to the date of initial appointment.

***Temporary Assignment or Secondment***

- 15.14 (a) A probationary full- or part-time Faculty Member temporarily assigned to a term full- or part-time position or to an auxiliary position or to replace a Faculty Member who has temporarily vacated a position shall retain status as a probationary full- or part-time Faculty Member during the period the Faculty Member occupies such position. Upon completion of the assignment, the Faculty Member 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 Faculty Member towards regular status shall not be affected by the temporary assignment.
- (b) A regular full- or part-time Faculty Member temporarily assigned or seconded to a term full- or part-time position or to an auxiliary position or to replace a Faculty Member who has temporarily vacated a position shall retain status as a regular full- or part-time Faculty Member during the period the Faculty Member occupies such position. Upon completion of the assignment, the Faculty Member 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*.

***Faculty Member on Reinstatement List***

- 15.15 Where a Faculty Member 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 Faculty Member shall be regular full- or part-time except as provided in clauses 15.11 and 15.18.
- 15.16 Where a Faculty Member whose name is on the Reinstatement List is appointed to a term full- or part-time position, the status of that Faculty

Member shall be term full- or part-time while in that position.

15.17 Where a Faculty Member 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 Faculty Member in accordance with clauses 15.11 or 15.18, the Faculty Member shall be paid in accordance with the hourly salary rate for part-time Faculty Members.

15.18 A Faculty Member whose name is on the Reinstatement List appointed to replace an incumbent Faculty Member who has assumed a less than full-time assignment in accordance with the Reduced Instructional Assignment Plan shall be, during the period of such appointment, a term full- or part-time or auxiliary Faculty Member or a person employed on a casual basis, as appropriate. However, the Faculty Member shall be paid a pro-rated full-time salary in accordance with that Faculty Member's classification and salary placement prior to being laid off.

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

### **General Policy Statement**

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

### **Eligibility**

16.2 Participation in this plan is limited to:

- (a) two regular full-time Faculty Members who wish to share a continuing or recurring full-time position;
- (b) a regular full-time Faculty Member who wishes to assume a less than full-time assignment.

### **Conditions**

16.3 The reduced instructional assignment and schedule of the Faculty Member 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 instructional assignment.

### **Supporting Information**

16.5 The application shall be accompanied by the requested instructional 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 instructional 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 instructional assignment shall normally be one (1) academic year. A reduced instructional assignment may continue beyond a one (1) year period; however, re-application is required pursuant to clause 16.4. A reduced instructional assignment shall normally not continue beyond three (3) consecutive years.

### **Status of Faculty Member**

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

### **Salary While Participating in Plan**

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

### **Benefits**

- 16.10 A Faculty Member 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 Faculty Member participating in this Plan shall have the same rights under this Collective Agreement as any regular full-time Faculty Member.

### **Pension**

- 16.12 A Faculty Member participating in this Plan shall contribute to the Pension Plan in accordance with the Faculty Member'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 Faculty Member shall accumulate one (1) full year of seniority for each year of participation in this Plan.

### **Faculty Member Performance Review**

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

### **Return to Full-Time Assignment**

- 16.15 Upon completion of the reduced instructional assignment, a Faculty Member participating in this Plan shall be reinstated to the continuing or recurring full-time position held immediately prior to assuming the reduced instructional assignment or to a comparable position at the same campus. If the position(s) held immediately prior to assuming the reduced instructional

assignment no longer exists, the Faculty Member(s) shall be subject to the provisions of *Article 26: Position Reductions, Lay-Off, and Reinstatement*.

### **Staffing of Balance of Instructional Assignment**

- 16.16
- (a) A newly hired person, employed to complete the full-time assignment of a regular full-time Faculty Member shall be employed as a term part-time or auxiliary Faculty Member 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 Faculty Member who is participating in the Plan with another regular full-time Faculty Member shall be employed as a term full-time Faculty Member.
  - (c) When a reduced instructional 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 Faculty Member 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 Faculty Member*.
- 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: Faculty Exchange, Secondment, and Temporary Reassignment Opportunities**

### **Preamble**

- 17.1 In recognition of the professional enrichment to be gained by a Faculty Member 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 the Faculty Member when the Faculty Member returns, the parties agree to implement Faculty Exchange, Secondment, and Temporary Reassignment Plans as follows:

### **Purposes**

- 17.2 To provide Faculty Members:
- (a) an opportunity for new professional experiences which will be of benefit to the Faculty Member 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 a Faculty Member to share knowledge, ideas, and expertise with students, other Faculty Members and/or staff at the host institution.

### **Eligibility**

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

### **Exchange and Secondment Provisions**

#### ***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 a Faculty Member 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 a Faculty Member of its decision at least four (4) months in advance of the proposed exchange or secondment.
- (c) On each occasion where an exchange or faculty 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 (36) consecutive months.
- (b) Notwithstanding clause 17.7(a), where an exchange involves two (2) Faculty Members, the exchange may become continuing subject to the agreement of the two (2) Faculty Members and the approval of the College.

#### ***Status of Faculty Member***

17.8 A Faculty Member shall retain regular status while participating in these Plans. A Faculty Member on an exchange or secondment to a position outside of the bargaining unit shall retain the Faculty Member'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, a Faculty Member shall continue to be paid that Faculty Member's regular salary. A Faculty Member shall also continue to be subject to normal taxation, pension and benefit contributions and will retain rights and privileges as a Faculty Member.
- (b) Notwithstanding clause 17.9 (a), the Faculty Member 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) A Faculty Member on exchange or secondment shall become acquainted with and abide by the operational and professional expectations of the host organization or organizational unit. The Faculty Member 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 the Faculty Member is on exchange or secondment.
- (b) All travel and living accommodation arrangements and costs are solely the responsibility of the Faculty Member, unless otherwise mutually agreed.

### ***Collective Agreement Provisions***

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

### ***Seniority and Service***

- 17.12 A Faculty Member shall accumulate seniority and service for the period of participation in these Plans.

### ***Return to Regular Position***

- 17.13 Upon completion of an exchange or secondment, a Faculty Member 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 a Faculty Member immediately prior to assuming the exchange or secondment no longer exists, the Faculty Member shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

### ***External Seconded 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*.

### ***Core Programs***

- 17.15 The number of persons seconded to instruct in core programs 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 to instruct in core programs 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.

#### **Non-Core Programs**

- 17.17 The number of persons seconded to instruct in non-core programs from an organization external to the College in any academic year shall not be limited.

#### **Notification to Union**

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

#### **Temporary Reassignments**

- 17.19 Consistent with the purposes outlined in clause 17.2, where the College determines that an assignment would best be completed by an existing Faculty Member, the College shall make a temporary reassignment opportunity available to all Faculty Members with regular status through an expressions of interest process.
- 17.20 The College shall invite all Faculty Members 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.
- 17.21 Selection of the Faculty Member to participate in the temporary reassignment shall be in accordance with the selection criteria specified in the invitation to express interest and operational requirements.
- 17.22 The decision of the College shall be non-grievable.
- 17.23 Where it is necessary to backfill a position vacated by a Faculty Member who has been temporarily reassigned, the vacancy shall be filled in accordance with the *Article 13: Appointment and Termination of Employment*.
- 17.24 A temporary reassignment shall not extend beyond thirty-six (36) month period.
- 17.25 Upon completion of a temporary assignment, the Faculty Member shall be reinstated to the continuing or recurring position held immediately prior to the taking the temporary assignment or to a comparable position at the same campus. If the position held immediately prior to the temporary assignment, no longer exists or a comparable position is not available, the Faculty Member shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.



## Article 18: Auxiliary Faculty Members

### Applicable Articles

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

- (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 Faculty Member* (clauses 15.10, 15.11, 15.12, 15.13, 15.14, 15.15, 15.16, 15.17, 15.18 only)
- (p) *Article 20 - Professional Development: Supporting Excellence in Teaching and Learning* (clauses 20.1, 20.2, 20.18, 20.19, 20.22, 20.24 only)
- (q) *Article 21 - Performance Review – Building Employee Success*
- (r) *Article 22 – Faculty 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 - Faculty 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 Faculty Member engaged on an hourly basis shall be paid for each hour worked at an hourly rate not less than Step 1 of Section A, Subsections (ii) of Schedule 1: Faculty Salary Plan.
  - (b) An auxiliary Faculty Member instructing full-time shall be paid in accordance with Section A, Subsections (i) of *Schedule 1: Faculty Salary Plan*. Where applicable, an auxiliary Faculty Member engaged on a daily basis shall be paid one-tenth (1/10) the biweekly rate in accordance with Schedule 1.

**Vacation**

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

**Statutory Holidays**

- 18.5
- (a) Statutory holidays with pay for an auxiliary Faculty Member shall be:
    - (i) New Year’s Day
    - (ii) Good Friday
    - (iii) Canada Day
    - (iv) Labour Day
    - (v) Christmas Day
  - (b) An auxiliary Faculty Member shall be entitled to be paid for a statutory holiday:
    - (i) provided the auxiliary Faculty Member is entitled to receive pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday; and

- (ii) the Faculty Member has worked on the Faculty Member's scheduled working day immediately preceding and immediately following the statutory holiday.
- (c) An auxiliary Faculty Member who is required to work on a statutory holiday shall receive pay equal to the amount the Faculty Member would otherwise have received for that day and at a rate equal to the Faculty Member's regular rate for the hours worked.

### **Personal Leave**

18.6 The College may, at its discretion, grant to an auxiliary Faculty Member 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 Faculty Member 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 Faculty Member 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 Faculty Member may attend the Faculty and Professional Support Conference (FAPSC) organized through the Union. However, support - as outlined in clause 20.23 - shall not apply.

### **Sick Leave**

18.9 Where an auxiliary Faculty Member 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 full-time appointment with no break in service, the Faculty Member shall be granted sick time at the rate of one (1) day for each ten (10) days worked retroactive to the first day worked in the auxiliary full-time appointment. Notwithstanding this, the maximum sick leave entitlement shall not exceed twenty (20) days per academic year.

## **Working Conditions**

### **Article 19: Faculty Duties**

19.1 It is recognized that the students of the College are adults and, therefore, the instructional duties and supervision required of Faculty Members shall reflect this reality.

- 19.2 It is incumbent upon Faculty Members to provide quality programming for their students. A Faculty Member is expected to perform theoretical and practical instructional responsibilities including preparation, instruction, evaluation, assessment, supervision, consultation, academic and career advisement as well as related professional responsibilities including, but not limited to, participating on committees, marketing, developing program and curriculum, establishing work placement qualifications, monitoring work placements, liaising with business and industry, and representing the College.

#### **Determination of a Faculty Member's Workload**

- 19.3 (a) Workload comprises theoretical and practical instructional responsibilities related to assigned instructional contact hours and related professional responsibilities in accordance with clause 19.2.
- (b) The College shall assign a Faculty Member's workload after consultation with the Faculty Member and taking into account the College's Instructional Contact Hour Guidelines.
- (c) The College shall ensure that Instructional Contact Hour Guidelines have been made available to each Faculty member prior to assigning workload.

#### **Faculty Duties Committee**

- 19.4 (a) A standing Faculty Duties Committee (FDC) will be established to:
- (i) review and recommend to the College revisions to the Instructional Contact Hour guidelines;
  - (ii) review and recommend to the College guidelines for new programs;
  - (iii) to hear and decide upon workload appeals;
  - (iv) to hear and decide upon appeals of scheduled working hours;
  - (v) to hear and decide upon appeals concerning individual learning days.
  - (vi) to hear and decide upon appeals arising from decisions of the Learning College Portfolio Review Committee.
- (b) The FDC shall comprise three (3) representatives appointed by the College, three (3) representatives appointed by the Union, and Vice-President (Academic) or designate as non-voting Chair, except when the FDC is hearing and deciding upon workload appeals, in which case the Chair will be a voting chair.
- (c) The Committee shall meet at least annually and such other times as may be agreed by the Committee.
- (d) The College will give due consideration to the recommendations under clauses 19.4 (a) (i) and 19.4 (a) (ii).

#### **Workload Appeal Process**

- 19.5 A Faculty Member who has concerns about assigned workload for a semester

may have that workload reviewed using the Workload Appeal Process set out below.

***Step One – Faculty Member and Academic Chair***

- (a) Step One involves the Faculty Member and Academic Chair:
- (i) As soon as possible and within five (5) working days of receiving the assigned workload, a Faculty Member may advise the Academic Chair of any concerns.
  - (ii) As soon as possible and within ten (10) working days after the advisement, the Academic Chair shall meet with the Faculty Member at a mutually agreeable time.
  - (iii) As soon as possible and within five (5) working days after the meeting, the Academic Chair shall respond in writing to the Faculty Member.
  - (iv) If a meeting is not held within ten (10) working days, the Faculty Member shall have the right to move to Step Two.

***Step Two - Faculty Member and Principal***

- (b) Step Two involves the Faculty Member and Principal:
- (i) If a meeting has not occurred within the timelines at Step One, a Faculty Member may request a meeting with the Faculty Member's Principal as soon as possible and within five (5) days after the expiry of the timeline; or
  - (ii) As soon as possible and within five (5) working days of receiving a response at Step One, a Faculty Member who is not satisfied with the Academic Chair's response may request a meeting with the Faculty Member's Principal; and
  - (iii) As soon as possible and within ten (10) working days after the request, the Principal shall meet with the Faculty Member at a mutually agreeable time. A Faculty Member may have a representative of the Union present at the meeting; and
  - (iv) As soon as possible and within five (5) working days after the meeting, the Principal shall respond in writing to the Faculty Member; and
  - (v) If a meeting is not held within ten (10) working days of the request at Step Two, the Faculty Member shall have the right to move to Step Three.

***Step Three – Faculty Member and Faculty Duties Committee***

- (c) Step Three involves the Faculty Member and the Faculty Duties Committee:
- (i) If a meeting at Step Two does not occur within ten (10) working days

of the Faculty Member's request at Step Two, the Faculty Member may within the next five (5) working days after the expiry of the timeline submit in writing a detailed explanation of the concern to the Vice President (Academic), as Chair of the Faculty Duties Committee; or

- (ii) As soon as possible and within five (5) working days of receiving a response at Step Two, a Faculty member who is not satisfied with Principal's response may submit in writing a detailed explanation of the concern to the Vice President (Academic), as Chair of the Faculty Duties Committee; and
- (iii) As soon as possible and normally within twenty (20) working days, the Vice President (Academic) shall arrange a meeting with the Faculty Member and the Faculty Duties Committee, either in person or by telephone; and
- (iv) As soon as possible and within five (5) working days of the meeting, the Faculty Duties Committee shall provide a written response. This response shall be final and binding on the College, the Faculty Member, and the Union, and the response shall be limited to the overall assigned workload.
- (v) Where the Faculty Duties Committee determines that a Faculty Member's workload is excessive, that determination shall be referred to the Academic Chair for adjustment as appropriate.

### **Change of Assignment**

19.6 Where the College anticipates a substantial change in the instructional assignment of a Faculty Member, the College shall give the Faculty Member written notice advising of the nature of the new instructional assignment no later than twenty (20) working days, exclusive of vacation, prior to the commencement of the semester wherein the substantial change in instructional assignment is to occur.

### **Scheduled Working Hours**

- 19.7 (a) The Parties agree that scheduled working hours shall not change substantially with the implementation of the Collective Agreement, except as provided in 19.7 (b).
- (b) Where it is necessary to make substantial changes to scheduled working hours, the College will consult with the affected Faculty Member(s). An affected Faculty Member who has concerns with respect to working hours scheduled may refer the matter to the Faculty Duties Committee pursuant to the Workload Appeals Process.
- 19.8 Where a Faculty Member is scheduled to work at two or more sites, the College shall schedule time for a meal break, exclusive of travel time, following consultation with affected Faculty Member.

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

### Continual Professional Development

- 20.1 The College, the Union and Faculty Members recognize the primary professional responsibility to the students and staff of the College. The continual professional development of each Faculty Member is fundamental to the ongoing effectiveness of both the Faculty Member and the College. The College, the Union and Faculty Members are committed to facilitating such development while minimizing disruptions to instructional duties as described in *Article 19: Faculty Duties*. 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 Faculty Member, responsibility for professional development generally is shared between the Faculty Member 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

- 20.4 (a) The College shall annually provide a Learning Leave Fund, ("the Fund") in the amount of \$275,000.
- (b) Any surplus funds from the Learning Leave Fund shall be carried forward to the following year.
- 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
- 20.6 The Fund shall be administered by a Learning Leave Committee of five (5), hereinafter referred to as "the Committee":
- (a) two (2) faculty members 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 faculty 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 learning 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 a Faculty Member that have been approved by the College. College priorities shall be made available to Faculty Members upon request.
- (b) Applications from Faculty Members 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 Faculty Member 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 Faculty Member;
  - (v) relevance of proposed outcomes to the work the Faculty Member is responsible for or is likely to be responsible for in the College; and
  - (vi) the completeness of the submission including any necessary arrangements.

20.9

Timeframe: 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; and
- (c) decide which application(s) shall be approved in accordance with clause 20.8.
- (d) Notwithstanding clauses 20.9 (a), (b), (c), where there is a balance of funds not committed, clause 20.13 (c) (v) shall apply.

20.10 Notification to Applicants: 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.

20.11 Suitable Replacement: A Faculty Member's participation in a Learning Leave is conditional upon the College finding a suitable replacement, where applicable, for the Faculty Member.

***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, a Faculty Member 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 Faculty Member shall normally be at one hundred percent (100%) of the Faculty Member's normal salary.

*External Remuneration*

- (d) Where, as a result of the leave, the Faculty Member 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 Faculty Member from all sources during the Leave period does not exceed the amount of the Faculty Member's normal salary.

***Portfolio Reflection and Sharing***

- (e) (i) At the mid-point of a Learning Leave, a Faculty Member shall provide a portfolio learning narrative to the Faculty Member'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 Faculty Member shall provide a portfolio learning narrative to the Faculty Member'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 Faculty Member; however, a Faculty Member shall be under no obligation to accept such a proposal nor shall the Committee be obliged to approve the proposal.

*Other Costs Borne by Faculty Member*

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

*Agreement to Return to College after Leave*

- (h) Before commencing a Learning Leave approved by the College, a Faculty Member 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.
- (i) **Repayment Upon Default:** Where a Faculty Member 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 Faculty Member 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 Faculty Member from the College or paid by the College on behalf of or for the benefit of the Faculty Member during the period of the Leave.
- (ii) **Repayment Where Return to College Not Worked:** Where a Faculty Member returns to the Faculty Member's position but fails to remain there for the required time in accordance with clause 20.12 (h), the Faculty Member - if requested to do so by the College - shall pay to the College upon leaving an amount arrived at by prorating 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 Faculty Member worked for the College following return from the Leave as follows:

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

\*includes vacation and recognized holidays

*Return to Position*

- (i) Upon completion of the Learning Leave, the Faculty Member 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 Faculty Member 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 31.11 and 32.5 and this article, the Faculty Member participating in this Leave shall have the same rights under this Collective Agreement as a regular full- or part-time Faculty Member, 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 year 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; and
  - (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 Faculty Member shall not suffer loss of salary or benefits provided in accordance with *Article 41: Health and Welfare Benefits*, when participating in the required activity.

### **Faculty Member-Initiated Activities**

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

20.14 Where the participation of a Faculty Member in a Faculty Member-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 Faculty Member;
- (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, 2006, the College shall reimburse the cost of tuition for credit courses, or learning activities offered by another institution, professional association, community college 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 Faculty Member's current or anticipated duties; and
- (c) the Faculty Member provides a copy of the tuition receipt or registration confirmation and official documentation verifying successful completion of the course or learning activity.

20.16 Where, in applying clauses 20.14 and 20.15, the College decides not to approve reimbursement of the full fee for a credit course offered or learning activity, the College may give written approval for partial reimbursement of the fee.

#### ***Conferences***

20.17 Subject to program requirements and based upon an assessment of benefits to the College and the Faculty Member, the College may approve a Faculty

Member's attendance at conferences related to the Faculty Member'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***

20.18 Where a Faculty Member'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 Faculty Member in the activity. The College shall also pay the tuition costs associated with the participation of a Faculty Member 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 Faculty Member 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 Faculty Member so that the total remuneration to the Faculty Member does not exceed the amount of the Faculty Member's normal salary.

#### ***Expenses Reimbursed***

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

- (a) **Travel:** Where the Faculty Member is authorized to use a personal vehicle, reimbursement for travel between the Faculty Member's normal place of work and the location where the professional development activity takes place, at the current metrage rate approved by the College.
- (b) **Meals:** Where the Faculty Member is authorized to arrange for meals, reimbursement at the current meal allowance rates approved by the College.
- (c) **Accommodation:** Where the duration of the activity requires overnight accommodation and the Faculty Member is authorized to arrange for that accommodation, reimbursement in accordance with College policy.

#### ***CCEDP***

20.20 The College shall require the following persons, appointed as probationary or term Faculty Members on or after April 1, 1997, to participate in the College's Community College Education Diploma Program (CCEDP):

- (a) a probationary full- or part-time Faculty Member;
- (b) a term full-time Faculty Member:
  - (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 15.8 – to be met by a probationary full- or part- time Faculty Member prior to the College granting regular status. Any period during which a term Faculty Member is not attending CCEDP or taking earned vacation shall be scheduled working days or leave without pay.

20.21 Effective April 1, 2006, the College shall provide annually – between April 1 and March 31 – to all Employees noted in clause 20.20, when participating in components of the CCEDP requiring overnight accommodation:

- (a) meals;
- (b) overnight accommodation; and
- (c) a maximum number return trips between the Faculty Member’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 20.21 (c) (i) and (ii), the maximum number of return trips reimbursed annually shall not exceed five (5).
- (d) Where the Faculty Member is authorized to use a personal vehicle, reimbursement shall be at the current metrage rate approved by the College.

20.22 The College shall pay any tuition costs associated with the required or approved participation of a Faculty Member in the CCEDP and provide access to required textbooks and resource materials. The Faculty Member 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)**

20.23 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) kilometres 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.

**College Advisory Committee on CCEDP**

20.24 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 Faculty Member and one Professional Support 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 Bursary for Daughters, Sons, and Spouses**

20.25 The College shall, in each academic year, provide a bursary for each dependent daughter, dependent son and dependent spouse of probationary and regular Faculty members who enrolls as a full-time student in a core program of the College. The bursary 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. The maximum value of all bursaries awarded to the dependent daughters, dependent sons and dependent spouses of Faculty and Professional Support Employees shall not exceed \$35,000 (thirty-five thousand dollars) in any academic year. Where the number of eligible applicants exceeds \$35,000 (thirty-five thousand dollars) divided by the value of one-half (1/2) year's free tuition, the value of each bursary shall be reduced such that the value of all bursaries awarded equals \$35,000.

**Self-Directed Learning Days**

20.26 Each Faculty Member with regular status shall be eligible to schedule, in consultation with the Faculty Member's Academic Chair, two (2) days in the third semester of each academic year at a mutually agreeable time for self-

directed learning that supports the Faculty Member's role in supporting learning.

### **Individual Learning Account**

20.27 Effective the date of signing of this Collective Agreement, each Faculty Member with regular status shall have an Individual Learning Account of up to three hundred and fifty dollars (\$350.00) each academic year. The Faculty Member shall use the Individual Learning Account to support the Faculty Member's learning in concert with their learning goals as outlined in the Faculty Member'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 Faculty Members to direct funds to support their learning and development
- (c) To respond to Faculty Member feedback with respect to the need for more focus and support for career development for Faculty Members
- (d) To treat Faculty Member 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 20.27 (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

### **Individual Learning Activity Days**

20.28 The College shall provide the opportunity for Individual Learning Activity Days (ILADs) to support teaching and learning excellence in accordance with the following:

- (a) Available to regular, full-time Faculty Members hired after August 1, 1998;
- (b) Up to five (5) days learning experience credit may be earned in any academic year;
- (c) Learning experience credits will normally be used during student winter break, student Christmas break and/or the month of June;



- (d) The learning activity and the resulting credit will be agreed to with the immediate supervisor and will become an integral part of the performance planning and development process;
- (e) Where agreement on the activity or the credit cannot be reached the matter will be referred to the Faculty Duties Committee.

## Article 21: 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 Faculty Members 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 The Procedures that support the Policy shall involve consultation with Faculty Members *and the Union* prior to implementation
- 21.4 The College shall be responsible to communicate the Policy and Procedures to its Faculty Members and the Union and to inform Faculty Members and the Union of any change to the Policy or Procedures.
- 21.5 At the conclusion of the performance review, the Faculty Member concerned shall be given an opportunity to discuss the review and make written comments on the review. The Faculty Member and the College shall jointly sign the review document confirming that the information has been reviewed and discussed. The Faculty Member shall receive a signed copy of the document.

## Article 22: Faculty Salary Plan

### Rates of Pay

- 22.1 (a) Effective September 1, 2008, each step on the salary grids detailed in Section A1 (i) and A1 (ii) of *Schedule 1: Faculty Salary Plan* shall reflect the following increases on Section A5 of the previous Faculty Collective Agreement:
  - (i) an increase of one percent (1.0%) as market based adjustments to respond to industry specific conditions and demands; and
  - (ii) an economic increase of two point nine percent (2.9%);
- (b) Effective September 1, 2009, the classification grids detailed in Section A2(i) and A2(ii) of *Schedule 1: Faculty Salary Plan* shall reflect an increase of one percent (1.0%) on Section A1;

- (c) Effective September 1, 2010, the classification grids detailed in Section A3 (i) and A3 (ii) of *Schedule 1: Faculty Salary Plan* shall reflect an increase of one percent (1.0%) on Section A2.

### **Retroactivity**

- 22.2 Faculty Members who left employment in the bargaining unit between September 1, 2008 and the signing of this Collective Agreement shall be entitled to full retroactivity of the economic increases referred to in clause 22.1. The College shall advise such former Faculty Members by giving written notice sent by mail to the former Faculty Member's last known address that the period in which the former Faculty Member may claim the retroactive payment is sixty (60) calendar days from the date of notification.

### **Method of Payment**

- 22.3 A Faculty Member shall normally be paid once every two-week period.
- 22.4 The amount of bi-weekly payments shall be in accordance with the provisions outlined in Section A of *Schedule 1: Faculty Salary Plan*, less any authorized deductions.
- 22.5 The salary for a probationary part-time, regular part-time, or term part-time Faculty Member shall be in accordance with Section A, Subsections (ii) of *Schedule 1: Faculty Salary Plan*.
- 22.6 The College shall itemize on the electronic pay stub of bi-weekly salary all deductions from the salary of each Faculty Member. For the purposes of Employment Insurance, the College shall report a forty (40) hour work week on the Faculty Member's electronic pay stub.
- 22.7 A probationary full-time, regular full-time or term full-time Faculty Member shall be paid at the appropriate bi-weekly rate for a full-time Faculty Member in accordance with Section A, Subsections (i) of *Schedule 1: Faculty Salary Plan*.
- 22.8 Where a Faculty Member is carrying out reduced duties in accordance with *Article 16: Reduced Instructional Assignment Plan*, the College shall base the Faculty Member's salary and benefits on a prorated amount agreed upon by the College and the Faculty Member in advance of commencing the reduced assignment.
- 22.9 The salary for an auxiliary Faculty Member shall be in accordance with the number of hours worked per week as follows:
  - (a) Where an auxiliary Faculty Member is paid on an hourly basis, the minimum hourly rate shall be that specified in Step 1 Subsections (ii) of Section A of *Schedule 1: Faculty Salary Plan*.
  - (b) An auxiliary Faculty Member instructing full-time shall be paid in accordance with Section A, Subsections (i) of *Schedule 1: Faculty Salary Plan*. Where applicable, the daily rate shall be one tenth (1/10th) of the applicable bi-weekly salary in Schedule 1.

22.10 Except as otherwise provided in this Collective Agreement, where the College assigns a regular full-time or probationary full-time Faculty Member 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 Faculty Member on the basis of full-time salary.

## Article 23: Union Deductions

### Deductions

- 23.1 The College shall deduct:
- (a) from the salary of each Faculty Member, an amount equal to the amount of the membership dues prescribed by the Union;
  - (b) from the salary of each Faculty Member, such other amount(s) as may, from time to time, be agreed upon by the College and the Union;
  - (c) from the salary of a Faculty Member, such other amount(s) as may, from time to time, be authorized by that Faculty Member 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 Faculty Member and the deductions made on that Faculty Member's behalf.
- (b) The College shall indicate on each Faculty Member'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 Faculty Member in its employ. The Official Employment File shall be made available to the Faculty Member for viewing during regular business hours. A copy of the total contents of the File shall

also be made available to the Faculty Member's Union representative upon presentation of a letter signed by the Faculty Member and authorizing the Union representative to view the File.

- (b) The Faculty Member, 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 Faculty Member, 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 a Faculty Member 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 a Faculty Member shall be treated with the strictest confidence. Access to the Official Employment File of a Faculty Member shall be restricted to the Faculty Member, line management, human resource personnel of the College and, when authorized in accordance with clause 24.1 (a) , the Faculty Member's Union representative.

### **Non-Disciplinary**

- 24.3 (a) The College may place information on the Official Employment File of a Faculty Member 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 a Faculty Member, the Faculty Member 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) A Faculty Member may enter in the Faculty Member's own Official Employment File any document related to the Faculty Member's employment with the College, however, documents related to discipline shall be governed by clause 24.3 (e) and (f).
- (c) (i) If a Faculty Member alleges that a non-disciplinary document on the Faculty Member'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 Faculty Member 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 a Faculty Member does not initiate a complaint about the placement of a non-disciplinary document in the Official Employment File of that Faculty Member.

### **Documents Related to Discipline**

- (e) The College shall place the record of any disciplinary action on the Official Employment File of a Faculty Member in accordance with clause 30.5.
- (f) A Faculty Member 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 a Faculty Member 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 Faculty Member has attached comments. The College's document shall be specific to the Faculty Member's response. Unless otherwise agreed by the College and the Union, no further comment related to the disciplinary action shall be added.

### **Evidence from File**

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

### **Limitations**

#### ***Disciplinary Documents***

- 24.5 (a) Any record of a disciplinary action entered in the Official Employment File of a Faculty Member in accordance with clause 30.5 shall, upon written request by the Faculty Member, 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 Faculty Member'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 Faculty Member after the material has been on the File four (4) years.

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

- (b) Any non-disciplinary document or referenced document that has been in the Official Employment File for more than four (4) years shall be deemed to have been removed from the File provided that no further information related to the matter has been added to the File.
- (c) 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 Faculty Member shall be informed in writing that said documentation has been maintained in a separate file.

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

24.6 Upon termination of employment, the Official Employment File of a Faculty Member 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 Faculty Member, 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 a Faculty Member:

- (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 26.5 (b);
- (g) abandons the Faculty Member'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 Faculty Member is appointed as a term or probationary full- or part-time Faculty Member 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 Faculty Member 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 Faculty Member 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 a Faculty Member is eligible for an increment:

- (a) leave of absence without pay except for leaves 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 Faculty Member, 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 Faculty Member 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, a Faculty Member who has continuous employment with the College which includes service that would have counted as continuous employment in the Faculty bargaining unit had the Faculty Member remained in the former position or positions continuously up to August 1, 1998 shall have that continuous employment included in the Faculty Member's seniority.



- (b) Where two or more regular full- or part-time Faculty Members have equal seniority and it is necessary to determine the relative seniority of these Faculty Members, 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 Faculty Member 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 Faculty Member 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 a Faculty Member 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 Faculty Members shall not acquire seniority during such appointments. However, where a Faculty Member 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 Faculty Members. This list shall be conclusive evidence of the seniority of regular full- or part-time Faculty Members. 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 Faculty Members.

***List of Probationary Full- or Part-Time Faculty Members***

- 25.13 A list showing the names, date of commencement of continuous employment, and campus of all probationary full- or part-time Faculty Members 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 Faculty Members***

- 25.14 A list showing the names, date of commencement of continuous employment, and campus of all term full- or part-time Faculty Members 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 Faculty Member who was in the employ of the College at the time of such change. The seniority of any Faculty Member 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 a Faculty Member:

- (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 26.5 (b); or
- (f) abandons the Faculty Member's position and is deemed to have resigned in accordance with clause 13.15.

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

25.17 Where a Faculty Member is appointed as a probationary full- or part-time staff member in another bargaining unit of the College, the Faculty Member shall be granted a leave of absence without pay from the Faculty 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 Faculty Members in continuing full-time, recurring full-time or recurring part-time positions at a campus without recourse to the lay-off of regular full-or part-time Faculty Members. Therefore, where the College determines that a continuing full-time, recurring full-time or recurring part-time position is to be eliminated, the following sequential process, subject to the conditions set forth in clause 26.2, shall apply to:

- (a) Faculty Members with regular status
- (b) Faculty Members with probationary status who have served a

twenty-four (24) month probationary period and have met the appropriateness and suitability 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.

***Step 1: Placement in an Unfilled Position - Same Position Category – Same Campus***

A regular full- or part-time Faculty Member whose continuing full-time, recurring full-time or recurring part-time position is being eliminated shall be placed in an unfilled position within the same position category (i.e. continuing full-time, recurring full-time or recurring part-time) at the same campus as that of the position being eliminated. Unfilled positions include all those identified by the College as becoming available prior to and including the date the original position is to be eliminated, including newly established positions.

***Step 2: Displacement of Faculty Member with Least Seniority - Same Position Category - Same Campus***

- (a) Where an assignment in accordance with Step 1 does not occur, the College shall reassign work such that the Faculty Member with the least possible seniority in the same position category (i.e. continuing full-time, recurring full-time or recurring part-time) at the same campus is displaced. This displacement shall only occur where the remaining Faculty Member(s) meets, in the judgement of the College, the criteria stipulated in clause 13.1 for the position(s) to be retained at the campus.
- (b) In lieu of being assigned to displace in accordance with this step, a Faculty Member may, within forty-eight (48) hours of receiving notice in accordance with (a):
  - (i) choose to be laid off and opt to advise the College that the Faculty Member is available for work and direct the College to place that Faculty Member's name on the Reinstatement List in accordance with clause 26.9. Such Faculty Member shall be entitled to severance pay in accordance with clause 26.8; or
  - (ii) choose to be placed in an unfilled position in accordance with Step 4.

***Step 3: Placement in Unfilled Position - Same Position Category – College***

- (a) Where:
  - (i) a Faculty Member is not placed in accordance with Step 1 or is not assigned to displace in accordance with Step 2 [(except as provided in Step 2(b)); or
  - (ii) a Faculty Member is displaced in accordance with Step 2:

such Faculty Member shall be offered the choice of unfilled bargaining unit position(s) or bargaining unit positions identified

by the College as becoming unfilled prior to and including the date at which the original position shall be eliminated with the same position category (or equivalent term assignment). If a regular Faculty Member accepts a term assignment, clause 26.2 (k) shall apply.

- (b) Where there is more than one Faculty Member in the College who is being placed in accordance with Step 3, the choice of positions shall be offered to Faculty Members in order of seniority.
- (c) A Faculty Member offered a choice of unfilled position(s) in accordance with Step 3 shall be given two (2) working days, exclusive of the day of receipt of the notice, to make the choice. The Faculty Member shall then be placed in the position chosen. If a Faculty Member chooses not to accept a position identified in accordance with Step 3, or does not make a choice within the two (2) working days, exclusive of the day of receipt of the notice, the Faculty Member shall be given notice of lay-off in accordance with this article. The Faculty Member may opt to advise the College that the Faculty Member is available for work in the same position category and campus as occupied prior to the application of this article and direct the College to place that Faculty Member's name on the Reinstatement List. The Faculty Member shall be eligible to receive severance pay.

***Step 4: Voluntary Placement To Another Position Category - Same Campus***

- (a) A regular full-time Faculty Member occupying a continuing full-time position whose position is being eliminated or has been displaced in accordance with clause 26.1 may choose, within forty-eight (48) hours of receiving notice, in lieu of Step 2, to be placed in an unfilled recurring full- or part-time or term full- or part-time position at the Faculty Member's campus.
- (b) A regular full-time Faculty Member occupying a recurring full-time position whose position is being eliminated or has been displaced in accordance with clause 26.1 may choose, within forty-eight (48) hours of receiving notice, in lieu of Step 2, to be placed in an unfilled, recurring part-time or term part-time position at the Faculty Member's campus.
- (c) Where a Faculty Member is placed in accordance with Step 4 (a) or (b), the appointment status of the Faculty Member shall be changed accordingly. All terms of employment for that Faculty Member shall be in accordance with those applicable to regular Faculty Members occupying recurring full- or part-time or term full- or part-time positions, as appropriate. The regular full-time Faculty Member who accepts such an unfilled position may choose to advise the College that the Faculty Member is available for work in a continuing or recurring full-time position and direct the College to place that Faculty Member's name on the Reinstatement List.
- (d) Where a Faculty Member is placed in accordance with this clause, and is subsequently laid off from such position, the Faculty

Member's severance pay shall be calculated as if the Faculty Member were on the salary range previously in effect for the Faculty Member prior to the application of Step 4.

***Step 5: Voluntary Displacement To Another Position Category - Same Campus***

- (a) Where:
  - (i) the College has not assigned a regular full-time Faculty Member occupying a continuing full-time position whose position is being eliminated to displace a Faculty Member in accordance with Step 2; and
  - (ii) the College has not placed the Faculty Member in an unfilled position in accordance with Step 1, Step 3 or Step 4.

this Faculty Member may choose to displace a Faculty Member with less seniority in a recurring full-time or recurring part-time position at the same campus. This election shall be made within forty-eight (48) hours of the date the Faculty Member receives the written notice of lay-off.

- (b) Where:
  - (i) the College has not assigned a regular full-time Faculty Member occupying a recurring full-time position whose position is being eliminated has not displaced a Faculty Member in accordance with Step 2; and
  - (ii) the College has not placed the Faculty Member in an unfilled position in accordance with Step 1, Step 3, or Step 4;

this Faculty Member may choose to displace a Faculty Member with less seniority in a recurring part-time position at the same campus. This election shall be made within forty-eight (48) hours of the date the Faculty Member receives the written notice of lay-off.

- (c) Where displacement has occurred in accordance with Step 5 (a) or (b), the appointment status of the Faculty Member shall be changed accordingly. All terms of employment for that Faculty Member shall be in accordance with those applicable to regular Faculty Members occupying recurring full- or part-time positions as appropriate. The regular Faculty Member who chooses to displace a Faculty Member in accordance with (a) or (b) of Step 5 shall not be entitled to have that Faculty Member's name on the Reinstatement List. The Faculty Member shall not be entitled to severance pay.

***Conditions for Placement and Displacement***

26.2 The following conditions shall govern the application of clause 26.1:

*Criteria for Placement*

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

*Criteria for Displacement*

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

*Faculty Member in Continuing Full-Time Position*

- (c) Except as provided in clause 26.1, Step 4 and Step 5, a regular full-time Faculty Member occupying a continuing full-time position shall only be placed in a continuing full-time or term full-time position or shall only displace a Faculty Member in a continuing full-time position.
- (d) Where, in accordance with Step 4 or Step 5, a regular full-time Faculty Member occupying a continuing full-time position is assigned to (or assigned to displace) a recurring full-time or recurring part-time position, the salary of the Faculty Member shall be changed in accordance with the position category.
- (e) Where a regular full-time Faculty Member occupying a continuing full-time position is placed in a recurring full-time or recurring or term part-time position in accordance with Step 4, the Faculty Member shall be entitled to have that Faculty Member's name placed on the Reinstatement List for up to forty-two (42) months for purpose of being eligible to be reinstated to the original position category and salary in accordance with clause 13.5.

*Faculty Member in Recurring Full-Time Position*

- (f) Except as provided in Step 4 and Step 5, a regular full-time Faculty Member occupying a recurring full-time position shall only be placed in a recurring full-time or term full-time position or shall only displace a Faculty Member in a recurring full-time position.
- (g) Where a regular full-time Faculty Member occupying a recurring full-time position is assigned to (or assigned to displace) a recurring part-time position, the salary of the Faculty Member shall be changed in accordance with the position category.
- (h) Where a regular full-time Faculty Member occupying a recurring full-time position is placed in a recurring or term part-time position in accordance with Step 4, the Faculty Member shall be entitled to have that Faculty Member's name placed on the Reinstatement List for up to forty-two (42) months for purpose of being eligible to be

reinstated to the original position category and salary in accordance with clause 13.5.

*Faculty Member in Recurring Part-Time Position*

- (i) A regular part-time Faculty Member shall only be placed in a recurring part-time or term part-time position or to displace a Faculty Member in a recurring part-time position.

*Position Temporarily Vacated: Status/Seniority of Vacating Faculty Member Applies*

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

*Delay in Application of Clause 26.1*

- (k) Where a regular full- or part-time Faculty Member whose continuing full-time, recurring full-time or recurring part-time position is to be eliminated accepts a term assignment or secondment prior to clause 26.1 being invoked, the application of clause 26.1 shall be delayed accordingly.

*No Assignment to Higher Position Category*

- (l) A Faculty Member, including a Faculty Member whose name is on the Reinstatement List, shall not be assigned to a position where that would result in a Faculty Member being moved from a part-time to a full-time position or from a recurring full-time to a continuing full-time position through the application of clauses 26.1 or 13.5.

*Rights Not Lost*

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

*Assignment at two (2) or more campuses*

- (n) A Faculty Member whose assignment is at two (2) or more campuses shall be considered a Faculty Member at the campus with the greatest percentage of duties. If the duties are evenly distributed between campuses, the Faculty Member's campus shall be designated by the College upon appointment.

**Layoff or Termination of Employment**

***Faculty Members with Regular Status***

- 26.3
- (a) Where the provisions of clause 26.1 do not result in the assignment of a regular full- or part-time Faculty Member whose position is being eliminated, or who is displaced in accordance with Step 2 or Step 5, to another position through placement or displacement, that Faculty Member shall be laid off and the reinstatement provisions of this article shall apply.
  - (b) The College shall give a regular full- or part-time Faculty Member who is to be laid off at least three (3) months written notice.

### ***Faculty Members with Probationary or Term Status***

26.4 Where the application of clause 26.1 results in the displacement of a probationary or term full- or part-time Faculty Member, the employment of that Faculty Member shall be terminated in accordance with the timeframe set out in clause 13.11.

### **Eligibility for Severance Pay**

26.5 Except as provided in clause 26.6, a regular full- or part-time Faculty Member 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 Faculty Member becomes eligible to receive the severance pay.

26.6 Notwithstanding clause 26.5, severance pay shall not be paid to:

- (a) a regular full-time Faculty Member who displaces a Faculty Member in another continuing or recurring full-time or part-time position;
- (b) a regular part-time Faculty Member who displaces a Faculty Member in another recurring part-time position;
- (c) a Faculty Member 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**

- 26.7
- (a) A Faculty Member who is eligible to receive both severance pay in accordance with clause 26.5 and a Service Award in accordance with clause 39.5, shall receive both. However, those Faculty Members 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 a Faculty Member 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 26.8 have been met, shall be reduced by the amount of the Service Award - Cash Surrender Value previously provided to the Faculty Member.

### **Amount of Severance Pay**

26.8 (a) Subject to clauses 26.5, 26.6, and 26.7, a Faculty Member shall receive severance pay equal to two percent (2%) of the Faculty



Member's annual salary multiplied by the amount of continuous service of the Faculty Member 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, Faculty Members 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 26.8 (a), the severance pay for a Faculty Member shall not exceed forty percent (40%) of the annual salary payable to a Faculty Member at Step 3 of the Faculty Salary Scale.

### **Reinstatement List**

26.9 Where a regular full- or part-time Faculty Member has been given written notice of lay-off, the Faculty Member may opt to advise the College that the Faculty Member is available for work and direct the College to place that Faculty Member's name on the Reinstatement List. The name of the Faculty Member shall remain on the Reinstatement List until forty-two (42) months beyond the date of lay-off unless:

- (a) the Faculty Member is appointed to a continuing full-time, recurring full-time or recurring part-time position as a regular full- or part-time Faculty Member;
- (b) the seniority of the Faculty Member is lost in accordance with clause 25.16; or
- (c) the Faculty Member resigns in accordance with clause 26.5 (b).

### **Conditions for Reinstatement**

26.10 Where vacancies occur in the bargaining unit while there are names of Faculty Members on the Reinstatement List, written notice of such vacancies shall be sent by regular mail to the current address of each Faculty Member as provided by that Faculty Member. If the Faculty Member fails to notify the College of that Faculty Member's current address including any change in address, written notices in accordance with this clause shall be deemed to have been received by that Faculty Member.

26.11 Where a regular full- or part-time Faculty Member on the Reinstatement List is appointed to a continuing full-time, recurring full-time or recurring part-time position, the Faculty Member shall be given a regular full- or part-time appointment except as provided for in clauses 15.11, 15.14 or 15.18, when the appointment shall be term full- or part-time, auxiliary or casual, as appropriate.

26.12 Where a regular full- or part-time Faculty Member on the Reinstatement List is appointed to a term full- or part-time position, or replaces a Faculty Member who has temporarily vacated a position, the name of the Faculty Member shall remain on the Reinstatement List in accordance with clause 26.9.

### **Transfer of Faculty Members**

- 26.13 Where a position occupied by a Faculty Member is transferred to another campus, the Faculty Member shall be offered the position in the new location. The Faculty Member may decline such offer. Where a Faculty Member so declines, clause 26.1 shall apply.
- 26.14 Subject to clause 26.2, where the application of clauses 26.13 and then 26.11 results in another Faculty Member being displaced, the Faculty Member displaced shall be offered the position in lieu of being laid off.
- 26.15 Notwithstanding clauses 26.13 and 26.14, where position reductions involving lay-offs in the bargaining unit are in effect, the transfer provided for in clause 26.13 shall occur only after the College has applied clause 26.1.

### **Relocation Expenses**

26.16 Where a Faculty Member - as a result of the application of clause 26.13 or clause 26.1, Step 3 - relocates to a continuing position at a campus of the College that is fifty (50) kilometres or more from that Faculty Member'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 Faculty Members 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 Faculty Member 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 Faculty Member who is assigned to work for fifty per cent (50%) or more of the Faculty Member'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 Faculty Member to an extent of not less than two million dollars (\$2,000,000.00) from claim which may arise against a Faculty Member acting within the scope of employment with the College in accordance with *Article 19: Faculty Duties*.

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

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

29.1 Where a Faculty Member, as a result of acting lawfully in the performance of the Faculty Member'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 Faculty Member provided that the Faculty Member shall cooperate fully with the defense provided. However, where a Faculty Member retains the Faculty Member'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 a Faculty Member. Discipline shall be appropriate to the behaviour and individual circumstances of the Faculty Member. However, this does not preclude the College, where the Faculty Member'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 a Faculty Member 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 A Faculty Member 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 Faculty Member 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 Faculty Member has received the reasons for the disciplinary action in writing.

### **Salary Deduction**

30.4 Notwithstanding clause 30.3, no salary shall be deducted from a Faculty Member until:

- (a) in the case of a Faculty Member who does not grieve the suspension: seven (7) days have elapsed from the date the Faculty Member was notified in writing of the suspension; or
- (b) in the case of a Faculty Member who grieves the suspension: the date the Faculty Member 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 Faculty Member.

### **Discipline Varied or Revoked**

30.6 The College may, at any time, vary or revoke the discipline of a Faculty Member 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 Faculty Member'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 Faculty Member 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 Faculty Member, 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 A Faculty Member 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 A Faculty Member 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 a Faculty Member, which could result in disciplinary action, the College shall so inform the Faculty Member at the time the meeting is arranged. The College shall advise the Faculty Member of the Faculty Member's rights to have a Union representative present at such meeting and /or interview.

### **Union Representation**

30.11 Upon notification to the College, the Faculty Member may be accompanied by a Union representative at any meeting with the College, which the Faculty Member 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 a Faculty Member 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 Faculty Member being disciplined. The Faculty Member 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 Faculty Member.

## **Leave**

### **Article 31: Vacation**

#### **Vacation Entitlement**

31.1 Vacation entitlement for Faculty Members shall be in accordance with active service with the College during the vacation year and shall be as follows:

#### ***Regular Full-Time Faculty***

- (a) A regular full-time Faculty Member engaged in active service during a complete academic year shall be granted paid vacation during that academic year in accordance with the following:
  - (i) A Faculty Member appointed to probationary or regular status or under a three (3) year Personal Services Contract prior to August 1, 1998: fifty-one and one-half (51 ½) days;
  - (ii) Effective 15 August 2003, a Faculty Member appointed to probationary or regular status on or after 1 August 1998: forty-six and one-half (46 ½) days.

#### ***Probationary Full-Time Faculty***

- (b) A probationary full-time Faculty Member engaged in active service during a complete academic year shall be granted days of paid vacation each academic year during the probationary period in accordance with clause 31.1(a). However, the period required for mandatory attendance and participation in the College's

Community College Education Diploma Program (CCEDP) shall be deducted from the probationary full-time Faculty Member's vacation entitlement.

- (c) (i) Notwithstanding clause 31.1(b), a Faculty Member hired prior to April 1 in any academic year shall be entitled to a minimum of two (2) weeks vacation in that first vacation year, to be scheduled during the first two (2) weeks in August.
- (ii) Notwithstanding clause 31.1(b), a Faculty Member hired on or after April 1 in any academic year may be granted vacation in that first vacation year - at the discretion of the College - of up to two (2) weeks to be scheduled during the first two (2) weeks in August.

***Term Full-Time Faculty***

- (d) A Faculty Member engaged in active service during a complete academic year shall be granted paid vacation during that academic year in accordance with the following:
  - (i) A term full-time Faculty Member who has successfully completed the CCEDP (or CCTEP): forty-six and one-half (46 ½) days;
  - (ii) A term full-time Faculty Member who has not yet successfully completed the CCEDP (or CCTEP): twenty-six and one-half (26 ½) days. (Term Faculty Members attending the CCEDP shall do so as part of their working assignment.)

***Probationary Part-Time, Regular Part-Time, Term Part-Time Faculty***

- (e) A probationary part-time, regular part-time, or term part-time Faculty Member engaged in active service during a complete academic year shall be granted days of paid vacation on a pro rata basis.

***Vacation Prorated***

31.2 A probationary part-time, regular part-time, or term part-time Faculty Member and/or a Faculty Member 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*.

**Definitions**

***Active Service***

31.3 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 Faculty Member 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 Faculty Member, appointed to a recurring position of fewer than twelve (12) months annually is not receiving salary.

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

#### ***Vacation Year***

31.5 The vacation year shall be the academic year. The vacation period is part of the vacation year and part of the academic year. For the purpose of calculating vacation, the vacation year shall be deemed to consist of two hundred sixty-one (261) working days. For purposes of this article and *Article 32: Recognized Holidays*, a paid sick day shall be a working day. The calculation of vacation shall be rounded off to the nearest half-day.

#### ***Vacation Scheduling***

31.6 The parties recognize that taking earned vacation supports the health and wellness of Faculty Members. 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.

31.7 Vacation shall be scheduled in accordance with (a) and (b) below:

- (a) Vacation shall normally be scheduled during periods when the Faculty Member has not been assigned instructional duties (For most Faculty Members this shall be during the June 15 to August 15 period, student winter break and student Christmas break). Where, in exceptional circumstances, a Faculty Member wishes to take vacation time during scheduled working days for that Faculty Member, the Faculty Member shall submit a request in writing to the College at least eight (8) weeks in advance of the proposed vacation period. Approval of such requests shall be subject to operational requirements, at the discretion of the College. If the vacation request is approved by the College, the Faculty Member shall be assigned instructional or non-instructional duties - outside a period when instructional contact hours have been assigned - for an equivalent period to the vacation time taken, as determined by the College.
- (b) Vacation time granted to a probationary full- or part-time Faculty

Member outside the period of the mandatory Community College Education Diploma Program shall normally be scheduled during periods when instructional duties have not been assigned.

### **Vacation Carryover and Accumulation**

31.8 Except as otherwise provided in this Collective Agreement:

- (a) Vacation leave for a period of not more than ten (10) days may, with the approval of the College, be carried over to the following year. Requests for carryover entitlement shall be made in writing by the Faculty Member to the College not later than April 30th of the year in which the vacation is earned, provided however that the College may accept a shorter period of notice of the request. The College shall respond in writing within two (2) weeks of receiving a Faculty Member's request.
- (b) A Faculty Member, with the approval of the College, 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.
- (c) Notwithstanding clauses 31.8 (a) and (b), a Faculty Member who is unable to commence that Faculty Member'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 Faculty Member and the College.
- (d) Notwithstanding clauses 31.8 (c), a Faculty Member 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**

31.9 Notwithstanding clause 31.6 where the College, in agreement with a Faculty Member, schedules the Faculty Member to be at work during all or part of the Faculty Member's approved vacation period, the Faculty Member may elect to carry over the Faculty Member's unused vacation or any portion thereof 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.

- 31.10 (a) The College shall make every reasonable effort not to recall a Faculty Member to work after the Faculty Member has proceeded on vacation.
- (b) Where, during any period of vacation, a Faculty Member is recalled to work, the Faculty Member 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 Faculty Member was recalled if the Faculty Member immediately resumes vacation upon completion of the assignment for which the Faculty Member 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 Faculty Member, 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 Faculty Member 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.

31.11 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**

31.12 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**

31.13 Except where a Faculty Member does not provide notice of resignation in accordance with clause 13.16, a Faculty Member 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 31.8 and 31.9

31.14 In the event of a Faculty Member's death, the beneficiary specified in the life insurance policy of health and welfare benefits or Faculty Member's estate shall be paid for:

- (a) any earned vacation unused; and
- (b) any vacation accumulated in accordance with clauses 31.8 and 31.9

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

32.1 Recognized holidays for Faculty Members 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) 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 Faculty Member is employed, shall be the additional day.
- (l) one-half (½) day beginning at 12:00 noon on Christmas Eve Day
- (m) three (3) days between Boxing Day and New Year's Day
- (n) any other day or part of a day declared by the College to be a holiday for Faculty Members.

32.2 Clause 32.1 does not apply to a Faculty Member who is absent without pay on either that Faculty Member's scheduled working day immediately preceding or the scheduled working day immediately following the recognized holiday.

- 32.3
- (a) Where a Faculty Member is assigned to work on a recognized holiday as defined in clause 32.1, the Faculty Member shall receive one and one half (1 ½) 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 Faculty Member'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 a Faculty Member, 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 Faculty Member's annual vacation or another day mutually acceptable to the College

and the Faculty Member.

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

### Early Intervention Program

- (d) (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) A Faculty Member who is unable to perform that Faculty Member'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 Faculty Member's position shall return to the continuing or recurring position held immediately prior to the absence.
- (ii) Where a Faculty Member is able to perform some but not all of the responsibilities of the Faculty Member's position, the Faculty Member shall be entitled to return to a reduced assignment in accordance with *Article 16: Reduced Instructional Assignment Plan*.
- (iii) By agreement, the Faculty Member may be assigned to a comparable position for which the Faculty Member 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 Faculty Member 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) A Faculty Member who is unable to perform that Faculty Member'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 Faculty Member is qualified through the application of the criteria specified in clause 13.1, provided the Faculty Member is able to perform the full responsibilities of that position. Such a Faculty Member shall be assigned to a vacant position at the Faculty Member's same campus before consideration is given to any Faculty Member on the Reinstatement List.
- (ii) Where a Faculty Member is able to perform some but not all of the responsibilities of the position, the Faculty Member shall be entitled to be assigned to a reduced

assignment in accordance with *Article 16: Reduced Instructional Assignment Plan*.

- (iii) At the request of a Faculty Member, the Faculty Member may be assigned to a comparable vacant continuing or recurring position at another campus for which the Faculty Member 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, a Faculty Member shall be deemed to be on leave without pay.

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

- (c) (i) A Faculty Member who is unable to perform that Faculty Member'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 Faculty Member in this situation. Where the person requests, the College shall treat an application for employment from that person as if that person were still a Faculty Member of the College in accordance with clause 13.6. If appointed to a position, the Faculty Member 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, a Faculty Member 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 Faculty Member and the College in order to assist the College in determining the Faculty Member's suitability to return to work. Any costs associated with the medical evaluation shall be borne by the College.

***Sick Leave Plan – Faculty Members in Teachers Pension Plan Annual Sick Leave Entitlement***

- 33.3 (a) Every Faculty Member shall be entitled to twenty (20) days paid leave of absence in each academic year, when the Faculty Member is unable to perform the Faculty Member's duties because of illness or non-work related injury.
- (b) In addition to the days pursuant to clause 33.3 (a), a Faculty Member 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 a Faculty Member 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 Faculty Member may accumulate the unused portion of Sick Leave to a maximum of one hundred and ninety-five (195) days.
- (b) Effective the date of signing of this collective agreement, where in any academic year a Faculty Member 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 Faculty Member 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 the date of signing of this collective agreement forward.
- 33.5 Where a Faculty Member accumulates days of Sick Leave pursuant to this section, the Faculty Member 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 a Faculty Member prior to August 1, 1998, the College shall credit the Faculty Member with accumulated Sick Leave previously credited by a school board in Nova Scotia that employed the Faculty Member immediately preceding the Faculty Member's employment by the College, provided that the College shall not credit the Faculty Member 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 a Faculty Member is on Sick Leave, the first twenty (20) days of Sick Leave used shall be the Sick Leave entitlement of the Faculty Member under clause 33.3 (a) and any other days of Sick Leave shall be the accumulated days of Sick Leave.
- 33.8 Where a Faculty Member 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 Faculty Member 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 a Faculty Member 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 Faculty Member in the campus as well as the number of Sick Leave days used by the Faculty Member.
- 33.11 The College shall inform each Faculty Member at the campus, by written

notice delivered to the Faculty Member, within thirty (30) days following the commencement of classes in the fall semester of the number of sick days of sick leave credited to the Faculty Member.

- 33.12 Where a Faculty Member 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 Faculty Member's salary prior to the Sick Leave.
- 33.13 A Faculty Member 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 Faculty Member has been placed in quarantine or where, in other situations, the Faculty Member is advised by a medical practitioner or medical officer to leave instructional duties provided, however, that the College may require the Faculty Member to be examined by a medical practitioner or medical officer agreeable to both the College and the Faculty Member.
- 33.14 Where a full time Faculty Member is appointed for fewer than twelve (12) months in any academic year, the sick leave for that Faculty Member shall be calculated proportionate to the number of days of continuous service.

#### **Sick Leave Plan – Faculty Members 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 Employees Union.*

#### **General Illness Leave Benefit**

- 33.15 (a) A Faculty Member who is unable to perform the Faculty Member'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 Faculty Member who is appointed subsequent to April 1 shall have the Faculty Member's maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service the Faculty Member will accumulate in the fiscal year of appointment.
- (d) Faculty Members 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) A Faculty Member who is unable to perform the Faculty Member'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 Faculty Members 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 Faculty Members 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 Faculty Members 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 Faculty Members 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 Faculty Members 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 Faculty Member'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) A Faculty Member 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) A Faculty Member 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) A Faculty Member 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 a Faculty Member who has returned to work on a trial basis. In such a case, the Faculty Member will be considered to be within the original short-term leave period defined in clause 33.16 (a).

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

33.18 General illness leave and short-term illness leave benefits will not be paid when a Faculty Member 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 a Faculty Member is on short-term illness and is deemed eligible for long-term disability and is laid off, the Faculty Member shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such a Faculty Member has recovered or is capable of returning to work the Faculty Member shall be covered by the provisions of *Article 33: Sick Leave*.
- (b) During the period a Faculty Member is on lay-off status, the Faculty Member 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 a Faculty Member is recalled and returns to work, the Faculty Member 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 Faculty Members 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 and 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

Faculty Member 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 A Faculty Member 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 a Faculty Member, and if a certificate is not produced after such a request, the time absent from work will be deducted from the Faculty Member's pay. Where the College has reason to believe a Faculty Member is misusing sick leave privileges, the College may issue to the Faculty Member a standing sick directive that requires the Faculty Member 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 a Faculty Member 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 A Faculty Member is entitled once each fiscal year to be informed, upon request, of the balance of the Faculty Member's sick leave with pay credits.

***College Approval***

33.26 A Faculty Member may be granted sick leave with pay when the Faculty Member is unable to perform the Faculty Member's duties because of illness or injury provided that the Faculty Member satisfies the College of this condition in such manner and at such time as may be determined by the College, and provided the Faculty Member 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 Faculty Members 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 Faculty Member is entitled to a leave of absence of up to seventeen (17) weeks upon:
- (a) giving the College notice of the date that the Faculty Member shall begin the leave and the date the Faculty Member 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 Faculty Member 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 Faculty Member 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 Faculty Member 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 Faculty Member.

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

- 34.5 Notwithstanding clause 34.1, where the duties of a pregnant Faculty Member's position cannot reasonably be performed by a pregnant woman or the performance of the Faculty Member's work is materially affected, the College shall attempt to temporarily modify the Faculty Member's duties or temporarily re-assign the Faculty Member to alternate duties. Where modification or re-assignment is not reasonably possible, the College may require the Faculty Member 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 A Faculty Member 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 Faculty Member 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 Faculty Member shall return to work, as required in clause 34.10. If both parents are Faculty Members, the leave may be shared between the two parents in two continuous periods of time. A Faculty Member 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 Faculty Member's home.

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

34.9 Notwithstanding clause 34.7 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 A Faculty Member 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 Faculty Member 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
- (a) of the date the Faculty Member shall return to work upon completion of the leave(s) unless the Faculty Member shall take the maximum leave to which the Faculty Member is entitled; or
- (c) of the Faculty Member's intention to resign in accordance with clause 13.16.

### ***Amendment to Notice***

- 34.11 Notice given pursuant to clause 34.10 may be amended from time to time by the Faculty Member:
- (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 Faculty Member shall return to work if the notice is amended at least four (4) weeks before the Faculty Member would have been required to return to work.

### ***Short Notice***

- 34.12 The Faculty Member shall give the College as much notice as reasonably practicable of:
- (a) the date the Faculty Member 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 Faculty Member'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 Faculty Member in accordance with clause 34.9

### ***Proof of Entitlement***

- 34.13 Upon the request of the College, where a Faculty Member 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 Faculty Member shall provide such proof as is reasonably necessary to establish the entitlement of the Faculty Member 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 Faculty Member 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 Faculty Member 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 Faculty Member may take a Child Rearing Leave without 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 a Faculty Member's child, a Faculty Member 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 A Faculty Member adopting a child for which the Faculty Member 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 Faculty Member, and such additional days without pay as the Faculty Member 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 Faculty Member at times when the Faculty Member is required to be present at meetings as a condition of adoption. This benefit shall apply to both Faculty Members where the adopting parents are both Faculty Members.

34.20 Notwithstanding clause 34.18, in the event that both parents of the adopted child are Faculty Members, the provisions of clause 34.18 shall apply to only one Faculty Member.

**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 A Faculty Member on Pregnancy or Parental Leave who provides the Employer with proof that the Faculty Member 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 Faculty Member shall receive a benefit equivalent to seventy-five percent (75%) of the Faculty Member's bi-weekly salary during the two (2) week Employment Insurance waiting period.

- (a) For fifteen 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 Faculty Member's weekly Employment Insurance benefit shall be supplemented to a maximum of ninety-three percent (93%) of the Faculty Member's normal weekly salary, less any other earnings received by the Faculty Member during the benefit period which may result in a decrease in the Employment Insurance benefits to which the Faculty Member would have been eligible if no other earnings had been received during the period.

- (b) For the purposes of this supplementary benefit, a Faculty Member's normal weekly salary will be one-half the bi-weekly rate of pay to which the Faculty Member is entitled for the Faculty Member's classification on the day immediately preceding the commencement of pregnancy leave.
- (c) Where a Faculty Member 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 Faculty Member for any amount the Faculty Member is required to remit to the Government of Canada where the Faculty Member's annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (e) Where a child or children enters the home of a Faculty Member and where both parents are Faculty Members of the College, the supplementary benefit shall apply to one parent only, as determined by the Faculty Members.
- (f) Notwithstanding clause 34.22 (e), where both parents are Faculty Members of the College and where legislation so permits, the supplementary provisions may be split between the Faculty Members.

## Article 35: Bereavement Leave

- 35.1 Where there is a death in the immediate family of a Faculty Member, or in the immediate family of the Faculty Member's spouse (gender inclusive), a Faculty Member 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 Faculty Member, and any other relative living in the household of the Faculty Member.
- 35.3 Where a death in the immediate family occurs during a period - other than a Saturday, Sunday, or holiday as defined in *Article 32: Recognized Holidays* - when a Faculty Member would not be considered to be at work (i.e. vacation,

leave with or without pay, suspension, sick leave), the Faculty Member shall not normally be eligible for Bereavement Leave with pay. However, a Faculty Member shall be entitled to Bereavement Leave with pay where a death in the immediate family occurs during the last four (4) days of vacation or leave.

- 35.4 A Faculty Member shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of the Faculty Member's aunt, uncle, niece or nephew.

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

### **Leave With Pay**

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

- 36.1 (a) A Faculty Member 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 Faculty Member or in the immediate family of the Faculty Member's spouse (gender inclusive) provided the Faculty Member 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 Faculty Member 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 Faculty Member, and any relative living in the household of the Faculty Member.

#### ***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 Faculty Member 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 Faculty Member 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 A Faculty Member shall be entitled to a leave of absence with pay for the actual days a Faculty Member 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, a Faculty Member shall be provided time during normal working hours to attend the funeral services of a staff member from the campus where the Faculty Member 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 a Faculty Member would not be considered to be at work (i.e. vacation, leave with or without pay, suspension, sick leave), the Faculty Member shall not normally be eligible for leave with pay in accordance with this article. However, a Faculty Member 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 a Faculty Member as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because a Faculty Member finds it necessary to seek permission to leave

prior to the end of the scheduled working day shall be:

- (a) made up by the Faculty Member at a time agreed upon between the Faculty Member and the College; or
  - (b) charged to the Faculty Member's accumulated vacation leave with the approval of the Faculty Member;
  - (c) otherwise deemed to be leave without pay.
- 36.10
- (a) Notwithstanding clause 36.9, reasonable lateness beyond the beginning of a Faculty Member's starting time shall not be subject to the provisions of clause 36.9, where the Faculty Member establishes to the satisfaction of the immediate supervisor that every reasonable effort has been made by the Faculty Member to arrive at the Faculty Member's place of work at the scheduled time
  - (b) Notwithstanding clause 36.9, the immediate supervisor of a Faculty Member may waive the provisions of 36.9, where a Faculty Member has been given permission to leave prior to the end of the scheduled working day.
- 36.11
- Notwithstanding clause 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 Faculty Members are directed by the College that they are not required for duty, such Faculty Members 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 a Faculty Member from commuting to the campus or work site, the Faculty Member 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 a Faculty Member 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. A Faculty Member 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 Faculty Member's professional status;
- (c) leave with pay to attend the Faculty Member's own post secondary convocation exercise/ graduation or that of the Faculty Member'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 a Faculty Member 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 40: 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 a Faculty Member 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 Faculty Members.

*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 Faculty Member 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. On each occasion where a long-term personal leave without pay is approved or extended, the Union shall be notified.
- (iv) Notwithstanding clause 36.17 (d)(i) and (d)(ii), where a Faculty Member 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 clause 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 a Faculty Member has been absent from work for eighteen (18) consecutive weeks or more within the previous twenty-four (24) months and the Faculty Member 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 Faculty Member 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 Faculty Member 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, a Faculty Member 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 Faculty Member during the period of long-term personal leave.
- (ii) Notwithstanding clause 36.17 (g) (i), a Faculty Member shall continue to be eligible for benefits in accordance with *Article 40: 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 Faculty Member during the period of long-term personal leave, except where the leave is for eight (8) weeks or fewer.

*Notice to College*

- (h) A Faculty Member on approved long-term personal leave or external secondment shall advise the College of the Faculty Member'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**

37.1 Where operational requirements permit, the College shall approve a request for leave of one-half (½) day or more for a Faculty Member to act in an official capacity as a representative of the Faculty bargaining unit, subject to the following conditions:

- (a) The College, the Union and Faculty Members 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 Faculty Member shall submit the request for leave to the Faculty Member's immediate supervisor at the time the Faculty Member is notified of the meeting.

- (d) Travelling expenses and other expenses incurred by the Faculty Member shall be borne by the Union.
- (e) The College shall approve leave with pay for Faculty Members for bargaining unit business up to the following maximums:
  - (i) Up to twelve (12) days per academic year for a representative of the bargaining unit to serve as a member on the Provincial Executive of the Union
  - (ii) Up to ten (10) days per academic year for a representative(s) of the bargaining unit to serve on provincial committees of the Union;
  - (iii) Up to four (4) Faculty Members to attend contract negotiations with the College on behalf of the bargaining unit;
  - (iv) The time limitation outlined in clause 37.1 (e) (i) and (ii) shall be a combined limitation for both the Faculty and Professional Support bargaining units;
  - (v) The Union shall reimburse the College one hundred percent (100%) of a Faculty Member's gross salary for each day in excess of the limits in clauses 37.1 (e) (i), (ii), and (iii).

37.2 Where operational requirements permit, the College may also approve a request for leave for a Faculty Member to act in an official capacity with the Union, subject to the following:

- (a) The College, the Union and Faculty Members recognize the primary professional responsibility to students and staff of the College. Union leaves shall therefore be scheduled to ensure a minimum of disruptions to the educational programs of the College.
- (b) A written request shall be provided to the College by the Union with as much advance notice as possible.
- (c) The Faculty Member shall submit the request for leave to the Faculty Member's immediate supervisor.
- (d) The Union shall reimburse the College for one hundred percent (100%) Faculty Member's gross salary and benefits for each day the Faculty Member is on such leave.
- (e) Travelling expenses and other expenses incurred by the Faculty Member shall be borne by the Union.

37.3 Where operational requirements permit, the College may also approve time off with pay of less than one-half ( $\frac{1}{2}$ ) day for a Faculty Member to travel to Union activities scheduled outside of normal working hours.

- 37.4 Subject to the conditions of 37.2, except 37.2 (d), the College may approve leave for the President of the NSTU Community College local to perform official duties. Such leave shall not be unreasonably denied.
- 37.5 An invoice for days pursuant to 37.1 (e) (v), and 37.2 (d), 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 Faculty Member 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 Faculty Member elected as President of the Union shall be given a leave of absence by the College for the term the Faculty Member 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 Faculty Member 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 Faculty Member shall retain the rights and privileges of this Collective Agreement and the Faculty Member 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), a Faculty Member 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 Faculty Member shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.
- 38.8 Notwithstanding clause 15.11 limiting the period for a temporary replacement for up to thirty-six (36) months, the duration of the term full- or part-time Faculty Member appointed to replace a Faculty Member 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 A Faculty Member 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 Faculty Member 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 Faculty Member. 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 Faculty Member 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 Faculty Member retired:

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

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

(b) Following rehire under this article, the Faculty Member shall not be eligible for either Learning Leaves or Long-Term Personal Leave.

### Service Award

39.3 (a) Where a Faculty Member 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 Faculty Member is in receipt of a pension under the *Teachers' Pension Act* or the *Public Service Superannuation Act*, or where such Faculty Member 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 Faculty Member 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 Faculty Member who had probationary or regular status on July 31, 1998 under a previous Collective Agreement applying to Faculty Members 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) a Faculty Member who is hired on or after August 1, 1998;
  - (ii) a Faculty Member 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 Faculty Member is in receipt of a pension under the *Teachers' Pension Act* or the *Public Service Superannuation Act*, or where a Faculty Member 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  
Faculty Members Covered by Schedule 3 or 4**

- 39.4 (a) A Faculty Member 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 26.8
- (b) The maximum combined amount payable in accordance with clause 39.4 (a) shall not exceed fifty percent (50%) of the Faculty Member'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 a Faculty Member 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 Faculty Members to retire earlier than they might otherwise decide. The Plan shall provide the Faculty Member 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 A Faculty Member must be eligible for a pension under the Nova Scotia *Teachers' Pension Act* or the *Public Service Superannuation Act*.

- 40.3 A Faculty Member who plans to retire and wishes to participate in the Plan must make application, in writing, to the College at least three (3) months prior to the date the Faculty Member 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 Faculty Member's request shall be forwarded to the Faculty Member within two (2) months from the closing date for application.

### **Conditions**

- 40.6 During each year of participation in the Re-Employment Following Early Retirement Plan, the Faculty Member shall agree to work for the College in an assignment mutually agreed upon by the Faculty Member and the College for a minimum period of twenty-one (21) and not more than sixty-nine and one half (69.5) working days. These working days need not be consecutive.
- 40.7 A Faculty Member may participate in the Re-Employment Following Early Retirement Plan for a maximum of five (5) years.
- 40.8 A Faculty Member 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 Faculty Member must resign the Faculty Member's position.
- 40.10 A Faculty Member 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 Faculty Member 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 Faculty Members shall be in accordance with the provisions outlined in *Appendix 2: Health and Welfare Benefits –NSTU Plan*.
- 41.2 Notwithstanding clause 41.1, Faculty Members 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 and 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 Faculty Member'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 Faculty Members through the Union.

41.6 Faculty Members enrolled in the Province of Nova Scotia Long-Term Disability (LTD) Plan shall 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 42.23.

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 Faculty Members the opportunity to take a 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 Faculty Members.

#### **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 Faculty Member 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], a Faculty Member shall be paid a reduced percentage of the applicable bi-weekly salary in accordance with a contract between the Faculty Member and the College. The remaining percentage of biweekly salary, in accordance with the contract, shall be deferred. This accumulated amount plus interest earned shall be retained for the Faculty Member 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 Faculty Member's account on the day prior to each of the regular pay dates of the Faculty Member.
- (d) During the Leave, a Faculty Member 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 a Faculty Member is enrolled in the Plan, and not on Leave, any benefits tied to salary shall be structured according to the salary the Faculty Member would have received had the Faculty Member 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 Faculty Member, the health and welfare benefits of the Faculty Member shall be maintained during the Leave; however, the full premium costs of all benefits shall be paid by the Faculty Member during the Leave from the monies retained for the Faculty Member by the College to finance the Leave, save those required to be paid by the College by law.

- 42.10 While the Faculty Member is on Leave, any benefits tied to salary level shall be structured according to the salary the Faculty Member would have received in the equivalent period prior to taking the Leave had the Faculty Member not been enrolled in the Plan.
- 42.11 During the Leave, the Faculty Member 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 Faculty Member would have received had the Faculty Member not entered the Plan or gone on Leave.

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

- 42.14 (a) Canada Customs and Revenue Agency Regulations require a Faculty Member 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 Faculty Member 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 Faculty Member immediately prior to the Leave no longer exists, the Faculty Member shall be subject to the provisions of *Article 26: Position Reductions, Lay-off, and Reinstatement*.

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

- 42.15 A Faculty Member 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, a Faculty Member 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 a Faculty Member withdraws from the Plan, the Faculty Member 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 a Faculty Member 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 Faculty Member's estate.

#### **Amendment**

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

#### **Scheduling of Leave and Vacation**

##### ***One (1) Year Leave***

- 42.21 A one (1) year Leave under this Plan shall commence on the fifteenth (15th) day of August and end on the fourteenth (14th) day of August in the year following.

##### ***Six (6) Month Leave***

- 42.22 A six (6) month Leave approved under this Plan shall commence on the first (1st) day of February and end on the thirty-first (31st) day of July of the same year. Vacation earned prior to the commencement of the Leave shall be scheduled during the month of January prior to commencing the Leave. Vacation earned during the period commencing on the first (1st) day of August and ending on the fourteenth (14th) day of August after returning from Leave shall be scheduled in conjunction with the holiday specified in clause 32.1 (k).
- 42.23 Where operational conditions permit, the College may also approve a six (6) month Leave to commence on the first (1st) day of July and end on the thirty-first (31st) day of December of the same year. Vacation earned prior to the commencement of the Leave shall be scheduled during the period between the first (1st) day of May and thirtieth (30th) day of June prior to the commencement of the Leave. Vacation earned during the period commencing on the first day of January and ending on the fourteenth (14th) day of August after returning from the Leave shall be scheduled during the period commencing on the first (1st) day of July and ending on the fourteenth (14th) day of August, normally commencing the first working day in July.

# 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.

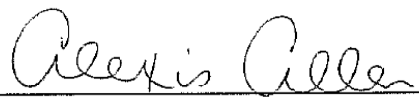
## Article 44: Entire Agreement

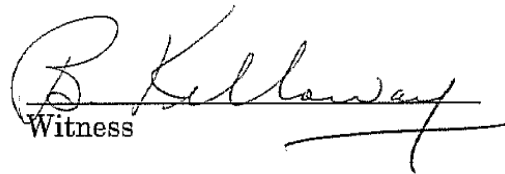
- 44.1 This Collective Agreement, including the schedules, appendices, and letters attached to the Collective Agreement, constitutes the entire Collective Agreement between the parties and supersedes and replaces all previous Collective Agreements, policies and practices, both written and oral.
- 44.2 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.

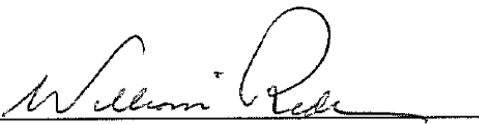
## Article 45: Term of Collective Agreement

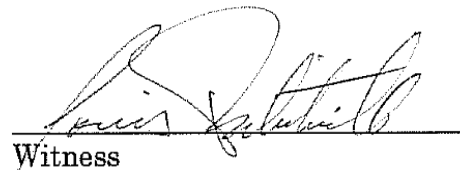
- 45.1 This Collective Agreement shall be for the period commencing September 1, 2008 and ending August 31, 2011, and shall continue until a new Collective Agreement is concluded in accordance with the *Trade Union Act*.
- 45.2 By notice in writing, either party to this Collective Agreement may, within the period of five (5) months immediately preceding the expiry date of the Collective Agreement, require the other party to commence collective bargaining.

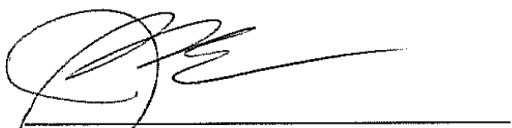
In witness whereof, the Parties hereto have executed this Collective Agreement on November 25, 2009 at Dartmouth, Nova Scotia.

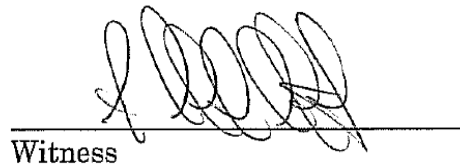
  
\_\_\_\_\_  
President  
Nova Scotia Teachers Union


  
\_\_\_\_\_  
Witness

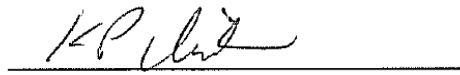
  
\_\_\_\_\_  
Executive Director  
Nova Scotia Teachers Union

  
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Witness

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

  
\_\_\_\_\_  
Witness

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

  
\_\_\_\_\_  
Witness



## Schedule 1: Faculty Salary Plan

### Section A: Salary Grids

#### Section A1 (i): Faculty Salary Grid - Full-time Faculty Members

Bi-weekly and annual salary rates effective 1 September, 2008, after market-based grid adjustment of 1.0% and 2.9% economic increase over adjusted rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty
1	2,013.56
	<b>52,352.48</b>
2	2,119.65
	<b>55,110.90</b>
3	2,207.00
	<b>57,382.00</b>
4	2,290.73
	<b>59,558.85</b>
5	2,394.08
	<b>62,246.01</b>
6	2,466.22
	<b>64,121.74</b>
7	2,550.21
	<b>66,305.49</b>
8	2,636.54
	<b>68,550.15</b>
9	2,728.58
	<b>70,943.08</b>
10	2,809.70
	<b>73,052.12</b>
11	2,887.01
	<b>75,062.32</b>
12	2,979.76
	<b>77,473.63</b>

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

Hourly salary rates effective 1 September 2008, after market-based grid adjustment of 1.0% and 2.9% increase over adjusted rates (Hourly rate = Bi-weekly rate / 60).

Step	Faculty
1	33.56
2	35.33
3	36.78
4	38.18
5	39.90
6	41.10
7	42.50
8	43.94
9	45.48
10	46.83
11	48.12
12	49.66

**Section A2 (i): Faculty Salary Grid - Full-time Faculty Members**

Bi-weekly and annual salary rates effective 1 September 2009, after 1.0% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty
1	2,033.69
	<b>52,876.01</b>
2	2,140.85
	<b>55,662.01</b>
3	2,229.07
	<b>57,955.82</b>
4	2,313.63
	<b>60,154.44</b>
5	2,418.02
	<b>62,868.47</b>
6	2,490.88
	<b>64,762.95</b>
7	2,575.71
	<b>66,968.54</b>
8	2,662.91
	<b>69,235.65</b>
9	2,755.87
	<b>71,652.51</b>
10	2,837.79
	<b>73,782.64</b>
11	2,915.88
	<b>75,812.94</b>
12	3,009.55
	<b>78,248.37</b>

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

Hourly salary rates effective 1 September 2009, after 1.0% increase over previous rates  
(Hourly rate = Bi-weekly rate / 60).

Step	Faculty
1	33.89
2	35.68
3	37.15
4	38.56
5	40.30
6	41.51
7	42.93
8	44.38
9	45.93
10	47.30
11	48.60
12	50.16

**Section A3 (i): Faculty Salary Grid - Full-time Faculty Members**

Bi-weekly and annual salary rates effective 1 September 2010, after 1.0% increase over previous rates. (Annual salary rate = Bi-weekly rate x 26).

<b>Step</b>	<b>Faculty</b>
1	2,054.03
	<b>53,404.77</b>
2	2,162.26
	<b>56,218.63</b>
3	2,251.36
	<b>58,535.38</b>
4	2,336.77
	<b>60,755.99</b>
5	2,442.20
	<b>63,497.16</b>
6	2,515.79
	<b>65,410.58</b>
7	2,601.47
	<b>67,638.23</b>
8	2,689.54
	<b>69,928.00</b>
9	2,783.42
	<b>72,369.03</b>
10	2,866.17
	<b>74,520.46</b>
11	2,945.04
	<b>76,571.07</b>
12	3,039.65
	<b>79,030.85</b>

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

Hourly salary rates effective 1 September 2010, after 1.0 % increase over previous rates.  
(Hourly rate = Bi-weekly rate / 60).

Step	Faculty
1	34.23
2	36.04
3	37.52
4	38.95
5	40.70
6	41.93
7	43.36
8	44.83
9	46.39
10	47.77
11	49.08
12	50.66

**Section B: Placement of Faculty**

The role of a Faculty Member as outlined in Article 19: Faculty Duties is critical to the success of each learner, regardless of program area. Having one salary scale for all Faculty Members reflects this reality. Further, a Faculty Member is able to achieve recognition for learning centered currencies in the form of a Learning College Portfolio (LCP).

Faculty Members shall be placed on the Faculty Salary Scale on the basis of formal qualifications or equivalent and occupational and instructional experience, as determined by and acceptable to the College.

Determination of step placement on the Faculty Salary Scale based on qualifications and

experience is subject to submission by the Faculty Member of documentation acceptable to the College verifying that the Faculty Member is entitled to recognition for salary placement purposes. Prior to receipt of the necessary documentation, the College may make a provisional determination of salary step based upon the available documentation.

**Initial Placement: Occupational and Post-Secondary Instructional Experience**

**.01** A minimum of five years relevant experience is a posted requirement for all appointments to the Faculty Bargaining Unit. Initial placement for new Faculty Members on the Faculty Salary scale shall be based on additional years of relevant occupational experience, education and/or post-secondary instructional experience beyond that required for appointment and shall be at the discretion of the College.

***Applied Education Programs***

- (a) (i) The maximum starting salary step for Faculty Members teaching in applied education programs without post-secondary instructional experience shall be at Step 5.
- (ii) The maximum number of years to be credited in step placement for post-secondary instructional experience shall be four (4).
- (iii) The maximum starting salary step for new Faculty Members with both occupational experience and post-secondary instructional experience beyond that required for appointment shall be the sum of (a) (i) and (ii) but in no case shall the initial step placement exceed Step 9.

***Adult Learning and General Arts and Sciences Programs (ALP/GEAS)***

- (b) (i) The maximum starting salary step on the appropriate scale for Faculty Members teaching ALP/GEAS without occupational experience shall be at Step 5.
  - (ii) The maximum number of years to be credited in step placement for occupational experience shall be four (4).
  - (iii) The maximum starting salary step for new Faculty Members with both post-secondary instructional experience and occupational experience beyond that required for the particular classification and full-time post-secondary instructional experience for appointment shall be the sum of (b) (i) and (b) (ii) but in no case shall the initial step placement exceed Step 9.
- (c) Except as provided in this paragraph, a change in instructional assignment or position shall not alter the step placement on the salary scale. When a Faculty Member applies for and is appointed to an instructional position requiring educational qualifications and experience not previously credited for salary placement purposes, the Faculty Member's step placement shall be adjusted to recognize those qualifications and experience.

### ***Market Conditions***

- (d) In exceptional circumstances - where the labour market conditions warrant such action - the initial maximum placement limit, minimum occupational or instructional experience requirements and maximum salary limit may be waived by the College at its sole discretion. The College shall inform the Union when the initial placement limit has been waived and shall provide the reasoning for the placement, the salary paid, and the schedule for future economic increases and applicable increments.

### ***Review of Initial Placement***

- (e) Faculty Members shall have the right to a review of their salary placement.
  - (i) Upon written request by a Faculty Member, the Senior Human Resource Person responsible for classification shall review the initial salary placement of the Faculty Member. Such request shall normally be forwarded within the first six (6) months of appointment.
  - (ii) Where the review of the initial salary placement results in a different placement due to an error on the part of the College, a Faculty Member'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, a Faculty Member's salary shall be adjusted retroactively to the date the College received the documentation and information.

### ***Appeal***

- (f) A Faculty Member who wishes to appeal the placement decision of the Senior Human Resource Person in accordance with .01 (e) above, shall have the right to appeal that decision to the Salary Placement Advisory and Appeals Committee (SPAAC) as established in Section E.

### ***Progression on the Faculty Salary Scale***

- .02 Annual increments shall be based on experience, with one (1) step increase awarded for each complete year of continuous service as a Faculty Member.

## **Section C: Guidelines for Determining Initial Salary Placement**

### ***Appointment Factors***

#### ***Relevant Occupational Experience***

- .01 (a) Relevant occupational experience means complete years of full-time experience (or equivalent numbers of hours on a part-time basis) in an occupation directly related to, and at a level consistent with, the instructional assignment of the particular Faculty Member's position, as determined by the College.



- (b) An individual must be competent as a practitioner in the instructional area for which that person is being hired. Experience beyond that required to qualify an individual for hiring is highly desirable to ensure a high level of competency as a Faculty Member. Relevant occupational experience is therefore recognized in determining not only whether the individual is qualified for the position, but also the starting salary of that individual.
- (c) In determining the number of years to be counted, the College should avoid the extremes of counting either “years of time passed” or “years of entirely non-repetitive experience”, and should make a fair assessment of an applicant’s experience. Experience should be both progressive (in terms of increasing responsibility and complexity), and increasingly diverse (in terms of varied work responsibilities at the same level of responsibility and complexity).

*For example, an applicant who has spent five (5) years as a plumber before graduating as a computer programmer should not have the experience as a plumber count as relevant experience if the person is being hired to teach business computer programming.*

***Relevant Instructional Experience***

- .02** (a) Relevant instructional experience generally means complete years [twelve (12) months] of full-time experience (or equivalent number of instructional contact hours accumulated on a part-time basis) instructing at the post-secondary level or, in the case of ALP and GEAS, at the secondary level. It is understood that the twelve (12) months is inclusive of holidays, vacation and other work year factors as defined in the appropriate Collective Agreement.
- (b) Part-time experience should only be totaled if it involved instructing at least ten (10) instructional contact hours per week.

***No Double Counting***

- .03** In order to avoid double counting, if an applicant received credit through prior learning assessment for learning accomplished experientially, that work experience should not also be counted as relevant occupational experience.

Similarly, work experience which is required in order to obtain a qualification should not be counted as relevant occupational or teaching experience for salary placement purposes. For example, if a Bachelor of Education degree were required for appointment, any teaching practicum required to achieve that credential would not be considered teaching experience for the purpose of initial salary placement.

***Application***

- .04** The guidelines in Section C shall only be used in determining the placement and starting salaries for all new appointments to positions in the bargaining unit.

## Section D: Salary Placement Advisory and Appeals Committee

The parties agree to establish a Salary Placement Advisory and Appeals Committee (SPAAC).

### Composition

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

### Terms of Reference

- .02**
- (a) Review and recommend to the parties changes to the Guidelines For Determining Initial Salary Placement.
  - (b) Review and adjudicate on complaints from Faculty Members regarding their salary placement arising from an assessment of their qualifications and experience in accordance with Schedule 1, Sections B, and C. A majority decision of SPAAC shall be binding on the Faculty Member 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 SPAAC 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 placement review by the College, a Faculty Member 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 designated 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 SPAAC.
  - (b) Within fifteen (15) days of receipt of an appeal, SPAAC shall acknowledge the appeal and shall arrange to meet (either in person or electronically) to consider the appeal. The Faculty Member has the right to appear before SPAAC when that Faculty Member's complaint is being dealt with by SPAAC.
  - (c) SPAAC shall review the appeal. Where possible, SPAAC shall render its decision within seven (7) days of the meeting to consider the appeal. The Faculty Member shall be informed immediately of the decision.
  - (d) If SPAAC fails to reach a majority decision, the Faculty Member may initiate a grievance in accordance with *Article 11: Complaint, Grievance and Arbitration Procedure* commencing at Step 2.
  - (e) A majority decision of SPAAC, 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 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.

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

### **Faculty Currencies**

- .01** The parties recognize that Faculty Members are essential to advancing learning at NSCC and that success in their role is directly related to currency in the Faculty Member's occupation/profession, currency in teaching/facilitating learning, and the alignment of the Faculty role with the values and strategic directions of the College (i.e. organizational currency). As role models in a learning-centered college, Faculty Members 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 Faculty role in advancing learning at NSCC, the College will honour a Faculty Member's contributions to advancing learning through Learning College Portfolio recognition. Effective January 1, 2012, this recognition will be conferred to eligible Faculty Members annually and will be accompanied by a total monetary recognition of five thousand dollars (\$5000) adjusted for economic increases added to the bi-weekly salary payments of Faculty Members receiving the recognition. Any economic increases to the salary scale on or after January 1, 2012 shall apply to the Learning College Portfolio payment.

### **Participation Voluntary**

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

### **Eligibility for Monetary Recognition**

- .04** Upon reaching Step 12 of the salary scale and completing one additional year of successful instruction, Faculty Members shall be eligible for monetary recognition in Learning College Portfolio based upon a learning portfolio documenting contributions to advancing learning that covers a minimum period of five years after attaining regular status.

### **Process for Learning College Portfolio Recognition**

- .05** The process for developing and implementing the Learning College Portfolio recognition is outlined below.

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

- .06** The Learning College Portfolio Committee shall comprise a voting Chair

designated by the College, three representatives appointed by the College, and three representatives appointed by the Union.

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

- .07** 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**

- .08**
- (a) Where a Faculty Member is not satisfied with a decision of the Learning College Portfolio Committee, the Faculty Member shall request clarification for the rationale of the decision.
  - (b) If, as a result of .08 (a), the matter has not been resolved to the satisfaction of the Faculty Member, the Faculty Member may appeal the decision to the Faculty Duties Committee.

### **Implementation**

- .09** The implementation date shall be October 2, 2006 and shall occur in concert with the implementation of the Faculty Salary Plan.

## **Schedule 2: Service Award**

### **Entitlement**

- .01** A Faculty Member appointed as a probationary or regular (permanent) Faculty Member 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 (i), (ii), or (iii); and

(b) the years of continuous service commencing August 1, 1998, in accordance with clause 25.6.

**.02**

Where a Faculty Member dies while employed by the College and the Faculty Member would have been entitled to receive a Service Award in accordance with .01 above if the Faculty Member had retired immediately before the Faculty Member's death, the Service Award to which the Faculty Member would have been entitled shall be paid to the Faculty Member's estate.

**Amount**

**.03**

Where a Faculty Member 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 pursuant to the table below of the annual rate of salary applicable to the Faculty Member on the last date of continuous service with the College.

YEARS IN ACCORDANCE 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

\* Any Faculty Member 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:

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 a Faculty Member 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** A Faculty Member 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 Faculty Members 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 Faculty Members 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 Faculty Members 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 Faculty Members 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 a Faculty Member 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 A Faculty Member 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) A Faculty Member appointed as a probationary or regular (permanent) Faculty Member 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 26.6; 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 a Faculty Member to a Public Service Award shall be based on a Faculty Member's total service in accordance with .01 (a).
- (b) In addition to the months of service upon which a Faculty Member's Public Service Award entitlement is calculated pursuant to .02(a) above, the months of prior War Service purchased by a Faculty Member 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 a Faculty Member dies and would have been entitled to receive a Public Service Award if the Faculty Member had retired from the College immediately before the Faculty Member's death, the Public Service Award to which the Faculty Member would have been entitled shall be paid:

- (a) to the beneficiary named by the Faculty Member under the life

insurance policy of the Health and Welfare benefits in accordance with *Article 41: Health and Welfare Benefits*; or

- (b) to the Faculty Member'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 Faculty Member'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 Faculty Member 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 Faculty Member.

#### **Interest Calculation**

**.07** Notwithstanding .06, where a Faculty Member 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 a Faculty Member 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 Faculty Member to the date of the termination of employment.

#### **Advance Repayment**

**.08** Notwithstanding .06 above, a Faculty Member 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 Faculty Member, together with interest at the same rates as determined under .07 above calculated from the date of the payment of the advance to the Faculty Member, to the date of the repayment and, thereafter, .07 above shall not apply to the Faculty Member.

#### **Debt Owning**

**.09** Where a Faculty Member who received an advance on a Public Service Award prior to April 1, 1994 and:

- (a) the Faculty Member 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 Faculty Member together with interest, as calculated under .07 above, shall be a debt owing by the Faculty Member to the Province; or



- (b) the amount of the advance on the Public Service Award granted to the Faculty Member, together with interest as calculated under .07 above, exceeds the amount of the Public Service Award to which the Faculty Member is entitled under the provisions of .01 to .05 above, the excess shall be a debt owing by the Faculty Member to the Province;

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

## Schedule 4: College Service Award

### Entitlement and Amount

- .01**
- (a) A Faculty Member 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 Faculty Member's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include prorated amounts for any partial years of continuous service.
  - (b) A Faculty Member hired as a probationary or regular Faculty Member 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 Faculty Member'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) A Faculty Member 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 Faculty Member'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 a Faculty Member dies and would have been entitled to receive a College Service Award if the Faculty Member had retired from the College immediately before the Faculty Member's death, the College Service Award to which the Faculty Member would have been entitled shall be paid:
- (a) to the beneficiary named by the Faculty Member under the life insurance policy of the Health and Welfare benefits in accordance with *Article 41: Health and Welfare Benefits*;
  - (b) to the Faculty Member'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 Faculty Member'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 Faculty Member 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 Faculty Member.

## Appendix 1: Vacation Entitlement Calculations

Days Worked*	26.5 Days	Days Worked*	46.5 Days	Days Worked*	51.5 Days
Less than 3	0.0	Less than 2	0.0	Less than 2	0.0
3-8	0.5	2-3	0.5	2-3	0.5
9-12	1.0	4-5	1.0	4-5	1.0
13-17	1.5	6-7	1.5	6-7	1.5
18-21	2.0	8-9	2.0	8-9	2.0
22-26	2.5	10-11	2.5	10-11	2.5
27-30	3.0	12-14	3.0	12-13	3.0
31-35	3.5	15-16	3.5	14-15	3.5
36-39	4.0	17-18	4.0	16-17	4.0
40-44	4.5	19-20	4.5	18-19	4.5
45-48	5.0	21-22	5.0	20-21	5.0
49-53	5.5	23-25	5.5	22-23	5.5
54-57	6.0	26-27	6.0	24-25	6.0
58-62	6.5	28-29	6.5	26-27	6.5
63-66	7.0	30-31	7.0	28-29	7.0
67-71	7.5	32-34	7.5	30-31	7.5
72-74	8.0	35-37	8.0	32-33	8.0
75-79	8.5	38-39	8.5	34-35	8.5
80-83	9.0	40-41	9.0	36-37	9.0
84-88	9.5	42-44	9.5	38-39	9.5
89-92	10.0	45-46	10.0	40-41	10.0
93-96	10.5	47-48	10.5	42-43	10.5
97-100	11.0	49-50	11.0	44-45	11.0
101-105	11.5	51-53	11.5	46-47	11.5
106-109	12.0	54-56	12.0	48-49	12.0
110-114	12.5	57-58	12.5	50-51	12.5
115-118	13.0	59-60	13.0	52-53	13.0
119-123	13.5	61-62	13.5	54-55	13.5
124-127	14.0	63-65	14.0	56-57	14.0
128-132	14.5	66-67	14.5	58-60	14.5
133-136	15.0	68-70	15.0	61-62	15.0
137-141	15.5	71-72	15.5	63-64	15.5
142-145	16.0	73-74	16.0	65-66	16.0
146-150	16.5	75-77	16.5	67-68	16.5
151-154	17.0	78-79	17.0	69-70	17.0
155-159	17.5	80-81	17.5	71-72	17.5
160-163	18.0	82-83	18.0	73-74	18.0
164-168	18.5	84-85	18.5	75-76	18.5

<b>Days Worked*</b>	<b>26.5 Days</b>	<b>Days Worked*</b>	<b>46.5 Days</b>	<b>Days Worked*</b>	<b>51.5 Days</b>
169-172	19.0	86-87	19.0	77-78	19.0
173-177	19.5	88-90	19.5	79-80	19.5
178-181	20.0	91-92	20.0	81-82	20.0
182-186	20.5	93-94	20.5	83-84	20.5
187-190	21.0	95-97	21.0	85-86	21.0
191-195	21.5	98-99	21.5	87-88	21.5
196-199	22.0	100-101	22.0	89-90	22.0
200-203	22.5	102-104	22.5	91-92	22.5
204-207	23.0	105-106	23.0	93-94	23.0
208-212	23.5	107-108	23.5	95-96	23.5
213-216	24.0	109-111	24.0	97-98	24.0
217-221	24.5	112-113	24.5	99-100	24.5
222-225	25.0	114-115	25.0	101-102	25.0
226-229	25.5	116-118	25.5	103-104	25.5
230-232	26.0	119-120	26.0	105-106	26.0
233-235	26.5	121-122	26.5	107-108	26.5
		123-125	27.0	109-110	27.0
		126-127	27.5	111-112	27.5
		128-129	28.0	113-114	28.0
		130-132	28.5	115-116	28.5
		133-134	29.0	117-118	29.0
		135-137	29.5	119-121	29.5
		138-139	30.0	122-123	30.0
		140-141	30.5	124-125	30.5
		142-144	31.0	126-127	31.0
		145-146	31.5	128-129	31.5
		147-148	32.0	130-131	32.0
		149-150	32.5	132-133	32.5
		151-153	33.0	134-135	33.0
		154-155	33.5	136-137	33.5
		156-157	34.0	138-139	34.0
		158-160	34.5	140-141	34.5
		161-162	35.0	142-143	35.0
		163-164	35.5	144-145	35.5
		165-166	36.0	146-147	36.0
		167-168	36.5	148-149	36.5
		169-170	37.0	150-151	37.0
		171-173	37.5	152-153	37.5
		174-176	38.0	154-155	38.0
		177-178	38.5	156-157	38.5

Days Worked*	26.5 Days	Days Worked*	46.5 Days	Days Worked*	51.5 Days
		179-180	39.0	158-159	39.0
		181-182	39.5	160-161	39.5
		183-185	40.0	162-163	40.0
		186-187	40.5	164-165	40.5
		188-190	41.0	166-167	41.0
		191-192	41.5	168-169	41.5
		193-195	42.0	170-171	42.0
		196-197	42.5	172-173	42.5
		198-200	43.0	174-175	43.0
		201-202	43.5	176-177	43.5
		203-205	44.0	178-180	44.0
		206-207	44.5	181-182	44.5
		208-209	45.0	183-184	45.0
		210-211	45.5	185-186	45.5
		212-213	46.0	187-188	46.0
		214-215	46.5	189-190	46.5
				191-192	47.0
				193-194	47.5
				195-196	48.0
				197-198	48.5
				199-200	49.0
				201-202	49.5
				203-204	50.0
				205-206	50.5
				207-208	51.0
				209-210	51.5

\*Includes recognized holidays

## Appendix 2: Health & Welfare Benefits –NSTU Plan

### Section 1: Leave for Injury on Duty

- 1.01**
- (a) When a Faculty Member is injured in the performance of the Faculty Member's duties, which duties have been approved by the College, the Faculty Member, on application to the College, shall be placed on leave with full salary until the Faculty Member is medically certified able to continue working.
- (b) A Faculty Member who is injured in the performance of the Faculty Member'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 Faculty Member is still unable to resume the Faculty Member's instructional duties, the Faculty Member shall be entitled to use the Faculty Member's sick leave.
- 1.03** The salary paid per 1.01 (a) of this section shall be reduced, during the two (2) year period as per 1.02 of this section, by the amounts paid the Faculty Member 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 Faculty Member from further salary benefits under the terms of this section.
- 1.05** For the purposes of this section, the College may require the Faculty Member to be examined by a medical practitioner agreeable to both the Faculty Member 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 Faculty Member 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 Faculty Member to be used by the Faculty Member 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 Employer 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 Faculty Member 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 Faculty member 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) Faculty Members 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 Faculty Member 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, 2.04 and 2.05 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 be solely responsible for all clerical work with respect to any of the insurance coverage referred to in this section and shall furnish the College with such information in respect thereof as the College may require from time to time.
- 2.08**
- 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 (Dental)**

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 anaesthetic or conscious sedation, and consultation with another dentist.

##### **3.02**

The following services are provided at 50% 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 one thousand dollars (\$1,000.00) 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.



#### **Section 4: Ancillary Benefits (Medical)**

Effective the date of signing of this Collective Agreement, Ancillary Benefits of NSTU Total Care Medical Plan will be amended as follows:

##### ***Paramedical Services***

- (a) Increase the coverage for paramedical services to eighty percent (80%) of the usual and customary charges to a maximum of twenty (20) visits per calendar year for the services of a chiropractor, naturopath, acupuncturist, osteopath, speech therapist, podiatrist/chiropractist, or occupational therapist.

##### ***Orthopaedic Shoes and Shoe Modification Supplies***

- (b) Increase the coverage to eighty percent (80%) of the usual and customary charges to a maximum of two hundred dollars (\$200) in any twelve (12) consecutive month period for shoe modification supplies and custom molded foot supports.

##### ***Massage Therapy***

- (c) Massage Therapy to eighty percent (80%) of the usual and customary charges to a maximum of twenty (20) visits per year.

## **Appendix 3: Injury on Duty and LTD (Public Service Superannuation Plan)**

### **Section 1: Compensation for Injury on Duty**

#### ***Reporting of Injuries***

- 1.01 A Faculty Member who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of the Faculty Member's duties to the Faculty Member'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 Faculty Member'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, Faculty Members who have ceased to be Faculty Members 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 a Faculty Member is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the Faculty Member is unable to perform the Faculty Member's duties, the College shall grant to the Faculty Member 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**

Faculty Members 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. Faculty Members 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 those NSTU members shall be continued.

## Letter of Understanding #3: Faculty Salary Plan

### Faculty Members on Faculty 4 Salary Scale:

- .01 Faculty Members grandparented on the Faculty 4 Salary Scale shall be treated as present incumbents only.
  
- .02 Increments shall be awarded, based on experience, with one (1) step increase for each complete year of continuous service as a Faculty Member so long as the salary progression does not exceed the maximum step for that scale.
  
- .03 The previous Faculty 4 Salary Scale in effect on 31 August 2008 shall be adjusted in accordance with economic increases negotiated between the parties.
  
- .04 Faculty Members on the Faculty 4 Salary Scale shall not be eligible for the monetary recognition associated with the Learning College Portfolio.
  
- .05 The Faculty 4 Salary Scales in effect for this collective agreement are indicated below:

**(a) Faculty 4 Salary Grid - Full-time Faculty Members**

Bi-weekly and annual salary rates effective 1 September, 2008, after market-based grid adjustment of 1.0% and 2.9% economic increase over adjusted rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 4
1	2,101.21
	<b>54,631.48</b>
2	2,205.58
	<b>57,344.98</b>
3	2,309.94
	<b>60,058.48</b>
4	2,414.32
	<b>62,772.31</b>
5	2,518.67
	<b>65,485.48</b>
6	2,623.05
	<b>68,199.31</b>
7	2,727.43
	<b>70,913.15</b>
8	2,831.78
	<b>73,626.31</b>
9	2,936.16
	<b>76,340.14</b>
10	3,040.51
	<b>79,053.31</b>
11	3,144.89
	<b>81,767.14</b>

**(b) Faculty 4 Salary Grid - Full-time Faculty Members**

Bi-weekly and annual salary rates effective 1 September, 2009, after 1.0% economic increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

<b>Step</b>	<b>Faculty 4</b>
1	2,122.22
	<b>55,177.79</b>
2	2,227.63
	<b>57,918.43</b>
3	2,333.04
	<b>60,659.06</b>
4	2,438.46
	<b>63,400.03</b>
5	2,543.86
	<b>66,140.33</b>
6	2,649.28
	<b>68,881.30</b>
7	2,754.70
	<b>71,622.28</b>
8	2,860.10
	<b>74,362.57</b>
9	2,965.52
	<b>77,103.54</b>
10	3,070.92
	<b>79,843.84</b>
11	3,176.34
	<b>82,584.81</b>

(c) **Faculty 4 Salary Grid - Full-time Faculty Members**

Bi-weekly and annual salary rates effective 1 September, 2010, after 1.0% economic increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 4
1	2,143.44
	<b>55,729.57</b>
2	2,249.91
	<b>58,497.61</b>
3	2,356.37
	<b>61,265.65</b>
4	2,462.85
	<b>64,034.03</b>
5	2,569.30
	<b>66,801.73</b>
6	2,675.77
	<b>69,570.12</b>
7	2,782.25
	<b>72,338.50</b>
8	2,888.70
	<b>75,106.20</b>
9	2,995.18
	<b>77,874.58</b>
10	3,101.63
	<b>80,642.28</b>
11	3,208.10
	<b>83,410.66</b>

**Letter of Understanding #4: Effective Date**

It is understood and agreed by the parties, in this Collective Agreement:

- .01 clauses that are unchanged from clauses in existing the Faculty Collective Agreement dated March 1, 2005 are continued in effect from August 31, 2008;
- .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

### Faculty 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 Faculty Member)		21
	(b) within 14 days after meeting in (a)	response by immediate supervisor	resolution or file grievance (if nature of complaint meets definition of grievance)	35
<b>Grievance: Step 1</b>	Step 1 (c) within 42 days after circumstances giving rise to complaint occurred	grievance filed with Senior Human Resources Person		42
	(d) within 14 days after grievance filed	meeting: Faculty Member and College designate (Union representation at option of Faculty Member)		56
	(e) within 14 days after meeting in (d)	decision by College designate	resolved, withdrawn, or proceed to Step 2	70
<b>Grievance: Step 2</b>	Step 2 (f) within 14 days after decision in (e)	grievance forwarded by Union to College designate		84
	(g) within 14 days after receipt of grievance in (f)	meeting: College and Union (Faculty Member at option of Union)		98
	(h) within 14 days after meeting in (g)	College decision to Union	resolved, withdrawn, or proceed to arbitration	112
<b>Arbitration</b>	(i) within 28 days after decision in (h)	Union notification to College of intent to proceed to arbitration		140
	(j) within 14 days following notice in (i)	parties agree on arbitrator		154
	(k) within 28 days following submission to arbitrator	hearings commence		182
	(l) within 21 days following arbitration hearings	arbitration decision	decision final and binding on parties	203

#### Notes:

- The process outline 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 Faculty Member (Union representation at option of Faculty Member). 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.

\* *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.*

### College (Union) Initiated

Stage	Timeframe	Action	Result	Total Days Passed
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	hearings commence		126
	(g) within 21 days following arbitration hearings	arbitration decision	decision final and binding on parties	147

\* *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.*

**Notes: The information provided above is an outline only. The text in Article 11 takes precedence over the outline.**

## Outline - Article 26: Position Reductions, Lay-off, and Reinstatement

Step	Action	Result (s)
<b>Step 1</b>	Unfilled Position Placement: * same campus * same position category	process ends; or* if no placement, proceed to Step 2*
<b>Step 2</b>	Least Seniority Displacement: same campus* same position category* <b>OR</b> Faculty Member whose position eliminated may: elect lay-off; or* elect placement per Step 4*	process ends for displacing Faculty Member* process continues for Faculty Member displaced* <b>OR</b> If lay-off elected: eligible for reinstatement (clause 26.9), and* eligible for severance (clause 26.8)*
<b>Step 3</b>	Unfilled Position Placement: College* same position category*	If placed: process ends* relocation expenses may apply* If placement declined: laid off* eligible for reinstatement* eligible for severance*
<b>Step 4</b>	Unfilled Position Placement: same campus* another position category:* from continuing full-time to* or part-time, or recurring full* or part-time term full* from recurring full-time to:* recurring part-time, or* term full-or part-time*	terms for employment in accordance with new position* eligible for reinstatement (clause 26.9)* not eligible for severance unless subsequently laid off* from new position
<b>Step 5</b>	Less Seniority Displacement: same campus* another position category:* from continuing full-time to:* or part-time recurring full* from recurring full-time to:* recurring part-time*	terms of employment in accordance with new position* not eligible for reinstatement* not eligible for severance*

Where, as a result of the application of clause 26.1:

- (a) a Faculty Member whose position is being eliminated is not assigned to a position through placement or displacement; or
- (b) a Faculty member displaced in accordance with Step 2 or Step 5 is not assigned through placement or displacement to another position;

that Faculty Member shall be laid off and the reinstatement provision of *Article 26: Position Reductions, Lay-off, and Reinstatement* shall apply.

**Note:** The information provided above is an outline only. The text in Article 26 takes precedence over the outline. All steps in the placement and displacement process outlined above are subject to the conditions of clause 26.2.