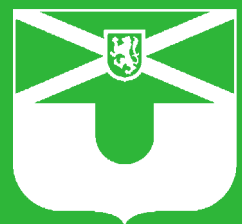


Faculty Collective Agreement

1 August 2001 – 28 February 2005



Second Collective Agreement

Between

Nova Scotia Community College

and

Nova Scotia Teachers Union

Faculty

Term of Agreement: 1 August 2001 – 28 February 2005

Date of Signing: 16 April 2003

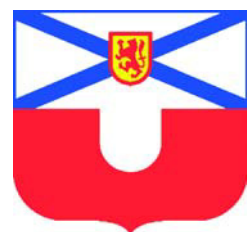


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Preamble

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

and

whereas 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 between 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 a temporary assignment of up to thirty-six (36) months, on a special project or 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.

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 Department Head;
- (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 The College may, on an annual basis, assess such core programs as it considers appropriate, using reasonable criteria to determine the status of these core programs the aim being to ensure that the programs are viable and relevant to the present and future needs of those served by the College. The Union shall be permitted to appoint one representative on a steering committee for such annual assessments.

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 44.1 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. 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

Copies of Agreement

10.1 The College shall provide a copy of this Collective Agreement to each current Faculty Member.

10.2 The College shall provide a copy of this 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.

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 time frame 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 31.9 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 38: Union Leave;*
 - (vii) *Article 39: Leave for Union President;*
 - (viii) *Article 40: Retirement;*
 - (ix) *Clauses 23.1 and 23.2 of Article 23: Salary Rates and Method of Payment; 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.

Time Frames

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.

Time Frames

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 of Environment and Labour 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 of Environment and 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 of Environment and 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 of Environment and 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.

Advisory Committee

- 12.2 The College shall establish an Advisory Committee for Diversity. The mandate of this committee shall be to contribute to the achievement of employment and educational diversity within the College by advising the College on matters of diversity and monitoring the results. The membership and terms of reference of the Committee shall be those stated in the *Letter of Understanding #1: Advisory Committee for Diversity* attached to this Collective Agreement.

- 12.3 The College shall cultivate diversity by implementing proactive initiatives in order to increase the representation of designated group members at the College.

Limited Competitions

- 12.4 (a) Except where clause 13.5 applies, up to three (3) competitions annually, representing vacancies in the Faculty bargaining unit, shall be restricted to applicants from the designated groups. This preference shall only apply to women in teaching assignments in which women have been traditionally under-represented at the College.
- (b) The limited competitions shall apply only to newly created positions or positions that are not currently occupied by a Faculty Member with term status.

The College shall determine which competitions are to be limited in consultation with the NSTU.

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 27.2 (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 27: 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 26.16, 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) reaches the age of sixty-five (65) years and is deemed to have resigned, in accordance with clause 40.2;
 - (d) has employment terminated in accordance with clause 13.10, 13.11, or 13.12;
 - (e) is discharged from employment and is not reinstated through the grievance or arbitration procedure;
 - (f) is laid off for a period in excess of forty-two (42) months;
 - (g) is laid off and waives recall rights in accordance with clause 27.5 (b);
 - (h) 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 40.3 or *Article 41: Re-Employment Following Early Retirement*.

Faculty Members with Probationary, Term or Auxiliary Status

- 13.10 Except as provided in clause 15.13, 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 Where the College determines, at any time, that a probationary full- or part-time Faculty Member, a term full- or part-time Faculty Member or an auxiliary Faculty Member does not meet the appropriateness, competency and/or suitability requirements for continued employment, the College may terminate the employment of that Faculty Member by giving notice, or pay in lieu of notice, in accordance with the following time frames:
- (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.

Department Heads and Vice-Principals

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 Department Heads 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 persons appointed as regular or probationary Faculty Members prior to August 1, 1998 apply for and are appointed as Department Heads in accordance with the new configuration, they shall be entitled to a leave of absence of up to thirty-six (36) months from the bargaining unit effective the date of appointment as Department Head.
- (b) Where persons appointed as regular or probationary Faculty Members on or after August 1, 1998 apply for and are appointed as Department Heads in accordance with the new configuration, 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 Department Head.
- (c) Faculty hired to backfill for Department Heads who are on a leave of absence in accordance with 13.18 (a) and (b) shall be hired on one (1) year term appointments.
- (d) Persons who are hired as Department Heads on or after August 1, 1998, who are not regular or probationary Faculty Members at the time of appointment as Department Head shall not be subject to the provisions

of this Letter of Understanding and, in accordance with *Article 2: Recognition*, shall be excluded from this bargaining unit.

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

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 27: 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 hours per week; but
 - 2. less than full-time.
- (f) **Auxiliary Position** means a position:
- (i) which does not meet the requirements for a continuing full-time or recurring full- or part-time or term full- or part-time position; and
 - (ii) in which the duties are performed during a defined period of more than four (4) consecutive weeks annually; and
 - (iii) in which the incumbent is assigned 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 or clause 16.16, 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 26.5 or for up to eighteen (18) weeks as provided in clause 26.4. 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 26: 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 22: Performance Review*.

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 27: 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 26.11.

Status of Faculty Members Appointed Prior to August 1, 1998

- 15.10 On August 1, 1998, the College shall grant regular status to:
- (a) a Faculty Member with "permanent" status immediately prior to August 1, 1998; and
 - (b) a Faculty Member in a continuing or recurring full-time position hired under a Personal Services Contract who has thirty-six (36) months of continuous service with the College on August 1, 1998; and
 - (c) a Faculty Member in a recurring part-time position hired under a Personal Services Contract who has thirty-six (36) months of continuous service with the College on August 1, 1998.
- 15.11 A Faculty Member in a continuing full- or recurring full- or part-time position hired under a preceding Collective Agreement who has not completed the required probationary period by August 1, 1998 shall be considered to have been under the terms of this article from the date the most recent continuous employment commenced, except for probationary employment prior to August 1, 1998 which shall be recognized and determined in accordance with the preceding Collective Agreements.
- 15.12 A Faculty Member in a continuing or recurring full-time position hired under a Personal Services Contract who has fewer than the thirty-six (36) months of continuous service on August 1, 1998 shall be a probationary Faculty Member as of August 1, 1998. Upon successful completion of the thirty-six (36) months of continuous service, the Faculty Member shall be granted regular status.
- 15.13 Notwithstanding clauses 15.08 (c) and 15.11, a Faculty Member appointed as a probationary Faculty Member to a continuing full- or recurring full- or part-

time position in the bargaining unit or under a three (3) year Personal Services Contract prior to April 1, 1997 and continuously employed since then, who has not successfully completed the required probationary period on the date of signing of this Collective Agreement, shall not be required to complete CCEDP requirements as a condition for regular status.

- 15.14 A person hired prior to August 1, 1998 to instruct full- or part-time in a non-core program (other than a Faculty Member holding probationary or regular status prior to August 1, 1998) who continues to be employed in a continuing or recurring position in the same capacity on August 1, 1998 shall, on that date, commence a probationary period as provided in clause 15.2 and shall be required to successfully complete all requirements for regular status in accordance with clause 15.8.

Position Category and Status of Faculty Member

- 15.15 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

15.16 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.

15.17 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.

15.18 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 15.16 or 15.17 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 15.16 or 15.17 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

15.19 (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 27: 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 27: Position Reductions, Lay-Off, and Reinstatement*.

Faculty Member on Reinstatement List

- 15.20 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 15.16 and 15.23.
- 15.21 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.
- 15.22 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 15.16 or 15.23, the Faculty Member shall be paid in accordance with the hourly salary rate for part-time Faculty Members.
- 15.23 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 34: Sick Leave* and *Article 42: 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 27: 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 and Secondment Plans

Faculty Exchange Plan

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 and the Faculty Member when the Faculty Member returns, the parties agree to implement a Faculty Exchange Plan as follows:

Purposes

17.2 To provide:

- (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 this Plan is limited to regular full-time Faculty Members.

Application

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

Approval

- 17.5
- (a) Approval to participate in, or to extend the duration of participation in, this Plan is at the discretion of the College. Refusal by the College to approve participation in or to extend the Plan 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.
 - (c) On each occasion where an exchange is approved, the Union shall be notified.

Duration

17.6 The duration of an exchange shall normally be up to one (1) academic year. An exchange may continue beyond a one (1) year period; however, re-application is required pursuant to 17.4. An exchange shall not continue beyond three (3) consecutive years.

Status of Faculty Member

- 17.7 A Faculty Member shall retain regular status while participating in this Plan. A Faculty Member on an exchange in 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.

Salary and Benefits While Participating in Plan

- 17.8 While on exchange, a Faculty Member shall continue to have regular salary payments, unless otherwise agreed between the College and the Faculty Member. 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, except as provided in .17.13 (a).

Collective Agreement Provisions

- 17.9 Except as otherwise noted in this article, a Faculty Member participating in this Plan 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

- 17.10 A Faculty Member shall accumulate seniority and service for the period of participation in this Plan.

Return to Regular Assignment

- 17.11 Upon completion of an exchange, a Faculty Member shall be reinstated to the continuing or recurring position held immediately prior to assuming the exchange or to a comparable position at the same campus. If the position held by a Faculty Member immediately prior to assuming the exchange no longer exists, the Faculty Member shall be subject to the provisions of *Article 27: Position Reductions, Lay-off, and Reinstatement*.

Internal Exchanges

- 17.12 (a) An internal exchange is an exchange between two Faculty Members within the College.
- (b) Notwithstanding 17.6, when an internal exchange occurs, the exchange may become continuing subject to the agreement of the two (2) Faculty Members and the approval of the College.

Exchange With External Person

- 17.13 (a) An exchange with an external person is an exchange involving a Faculty Member and a person who is not a member of the bargaining unit. This may be a person employed by the College or a person who is employed by another organization.
- (b) When the exchange is for less than one (1) year, the external person shall complete the orientation required of all new Faculty Members and shall complete courses in the CCEDP, as required by the College.

- (c) When the exchange is for one (1) year or more, the external person shall complete the orientation required of all new Faculty Members and shall be subject to the same CCEDP requirements as term full- time Faculty Members.

Conditions

- 17.14 (a) Exchanges are organized on a position-to-position basis.
- (b) A Faculty Member on exchange 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 position during the period of the exchange, unless otherwise mutually agreed.
 - (c) The Faculty Member must be genuinely interested, fully intend to accept an exchange if a suitable one is offered, and be able to adapt to conditions in the new environment. The Faculty Member must be able to furnish a medical certificate to the effect that the Faculty Member is in good health and free from any condition likely to impair the Faculty Member's mental or physical activity as an exchangee.
 - (d) All travel and living accommodation arrangements and costs are solely the responsibility of the Faculty Member, unless otherwise mutually agreed.
 - (e) Exchangees will be encouraged to exchange living accommodations with their counterparts, but all travel and living accommodation arrangements and costs are solely the responsibility of participants in the exchange.

Faculty Secondment Plan

- 17.15 In recognition of the professional growth and development to be gained by a Faculty Member in working in another educational or occupational setting and of the positive effects such development can have upon the College and the clients served by the College when the Faculty Member returns, the College and the Union have agreed to establish a Faculty Secondment Plan as follows:

Purposes

- 17.16 To provide:
- (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 Faculty Members to share their knowledge, ideas, and expertise with other students, Faculty Members or other staff at the host institution.

Eligibility

17.17 Participation in this Plan is limited to regular full- and part-time Faculty Members.

Limitations

17.18 Participation in this Plan shall be scheduled in a manner that minimizes disruptions to the educational programs of the College. Accordingly, participation in the Plan shall only be approved where minimal disruptions to students will occur. Refusal by the College to approve the participation of a Faculty Member shall be non-grievable.

Status of Faculty Member

17.19 A Faculty Member shall retain regular status while participating in this Plan. A Faculty Member on a secondment in a position outside of the bargaining unit shall retain that Faculty Member's employment status and membership in the bargaining unit during the period of the secondment.

Collective Agreement Provisions

17.20 Except as otherwise noted in this article, the Faculty Member participating in this Plan shall have the same rights under this Collective Agreement as other regular Faculty Members.

Seniority and Service

17.21 The Faculty Member shall accumulate seniority and service for the period of participation in this Plan.

Return to Regular Assignment

17.22 Upon completion of a secondment, the Faculty Member shall be reinstated to the continuing position held immediately prior to assuming the secondment or, by agreement, to a comparable position at the same campus. If the position held immediately prior to assuming the secondment no longer exists and a comparable position is not available, the Faculty Member shall be subject to the provisions of *Article 27: Position Reductions, Lay-off, and Reinstatement*.

Staffing of Vacated Position

17.23 When the temporary vacancy created by the secondment is filled in accordance with clauses 13.5 and 13.6, the appointment shall be term, auxiliary, or casual as determined by the duration of the appointment, except as provided in clause 15.19.

Conditions

17.24 (a) A Faculty Member on 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 position to which the Faculty Member is seconded during the period of the secondment, unless otherwise agreed;

- (b) The Faculty Member must be genuinely interested, fully intend to accept a secondment if a suitable one is offered, and be able to adapt to conditions in the new environment;
- (c) All travel and living accommodation arrangements and costs are solely the responsibility of the Faculty Member on secondment, unless otherwise agreed.

Secondment to Position Within College

Posting of Secondment Opportunities

17.25 Where a vacancy in the bargaining unit is open to secondment, this information shall be included in the posting.

College Vacancies

17.26 A vacancy involving a secondment shall be filled in accordance with the appropriate Collective Agreement or College policy. A vacancy within the bargaining unit shall be filled in accordance with *Article 13: Appointment and Termination of Employment*.

Bargaining Unit Vacancies

17.27 A secondment to a position within the bargaining unit shall only be considered in the case of:

- (a) a term or auxiliary position in accordance with clause 14.2 (e) and (f);
- (b) a replacement of an incumbent Faculty Member who has temporarily vacated the position.

Duration

17.28 The duration of a secondment shall normally be for up to three (3) years. A secondment shall not continue beyond three (3) consecutive years.

Salary and Benefits While Participating in this Plan

- 17.29
- (a) While on secondment within the College, a Faculty Member shall continue to be paid that Faculty Member's regular salary.
 - (b) Notwithstanding 17.29 (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.
 - (c) While on secondment to the Professional Support bargaining unit, a Faculty Member shall receive the vacation entitlement pursuant to *Article 32: Vacation* of the Professional Support Collective Agreement.

Secondment to Position External to the College

Application

17.30 Where a proposed secondment is to a position external to the College, the Faculty Member shall submit an application to the College to participate in this Plan not later than four (4) months prior to the commencement date of the proposed secondment.

Approval

- 17.31 (a) Approval for a Faculty Member to be seconded to a position external to the College shall be at the discretion of the College. Refusal by the College to approve the participation or extension shall be non-grievable.
- (b) On each occasion where a secondment is approved, the Union shall be notified.

Duration

- 17.32 The duration of a secondment shall normally be for up to three (3) years. A secondment shall not continue beyond three (3) consecutive years.

Salary and Benefits

- 17.33 (a) While on secondment outside the College, 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 17.33 (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 external organization.

External Secondees

Appointments

- 17.34 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

- 17.35 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.
- 17.36 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

- 17.37 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

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

Article 18: Auxiliary Faculty Members

Applicable Articles

18.1 Only this article and those articles and clauses listed below shall apply 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 15.14, 15.15, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, 15.22, only)
- (p) *Article 20 - Professional Development* (clauses 20.1, 20.2, 20.18, 20.19, 20.22, 20.24 only)
- (q) *Article 22 - Performance Review*
- (r) *Article 23 - Salary Rates and Method of Payment*
- (s) *Article 24 - Union Deductions*
- (t) *Article 25 - Official Employment File*
- (u) *Article 28 - Health and Safety*
- (v) *Article 29 - Third Party Liability Insurance*

- (w) *Article 31 - Discipline*
- (x) *Article 38 - Union Leave*
- (y) *Article 40 - Retirement (clause 40.2 only)*
- (z) *Article 44 - Amendment*
- (aa) *Article 45 - Entire Agreement*
- (bb) *Article 46 - Term of Collective Agreement*
- (cc) *Schedule 1 - Faculty Classification and Salary Plan*

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

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

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.

Change of Assignment

19.3 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.

Determination of a Faculty Member's Duties

19.4 The College shall assign a Faculty Member's duties after consultation with the Faculty Member and taking into account the College's Instructional Contact Hour Guidelines.

Faculty Duties Committee

- 19.5 (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.
- (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 19.5 (a) (i) and 19.5 (a) (ii).

Workload Appeal Process

- 19.6 (a) A Faculty Member who has concerns about assigned workload for a semester may have that workload reviewed.
- (b) The Faculty Member may request a meeting with that Faculty Member's immediate supervisor to discuss the concerns. The immediate supervisor shall arrange a meeting at a mutually agreeable time within seven (7) days.
- (c) If, as a result of the meeting, the Faculty Member is not satisfied with the response of the immediate supervisor, the Faculty Member may

request within five (5) days a meeting with that Faculty Member's Principal. The Principal shall arrange a meeting at a mutually agreeable time within five (5) days. A Faculty Member may have a representative of the Union present at this meeting.

- (d) If, as a result of the meeting with the Principal, the Faculty Member is still not satisfied with the response, the Faculty Member may submit in writing a detailed explanation of the concern to the Vice-President (Academic), as Chair of the Faculty Duties Committee. The Vice-President (Academic) shall arrange a meeting with the Faculty Member and the FDC, either in person or by telephone, normally within thirty (30) days. The FDC shall provide a written response within seven (7) days of the meeting. This response shall be final and binding on the College, the Faculty Member, and the Union and shall be limited to the overall assigned workload.
- (e) Where the FDC determines a Faculty Member's duties are excessive, that determination shall be referred to the Department Head for adjustment as appropriate.

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.

Article 20: Professional Development

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 37: Special Circumstances Leaves* may be utilized for professional development purposes.

Education Leave

20.4 Effective the 2003-04 academic year:

- (a) The College shall annually provide an Educational Leave Fund, (“the Fund”) in the amount of \$275,000.
- (b) Any surplus funds from the Education Leave Fund shall be carried forward to the following year.

20.5 The Educational Leave Fund shall be global in its application and will be allotted by the Educational Leave Committee in the following categories:

- (a) Long-Term Education Leaves
- (b) Short-Term Education Leaves

20.6 The Fund shall be administered by an Educational 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 education leaves;
- (b) Approve requests for funding for the various categories set forth in clauses 20.12 and 20.13;
- (c) Draw up and distribute guidelines and application forms relating to education leave;
- (d) Prepare and communicate a budget for the disposition of the Fund.
- (e) Prepare and communicate an annual report on the disposition of the Fund.
- (f) Review written reports submitted pursuant to clause 20.12 (e) to ensure criteria of clause 20.8 have been met.

Assessment Criteria

- 20.8 (a) The Committee may approve education 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 Time Frame: The Committee shall meet on or before March 30th in any year, beginning in the 2003 calendar 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 an Education Leave has been granted or denied or whether the applicant was selected as an alternate.
- 20.11 Suitable Replacement: A Faculty Member's participation in an Education Leave is conditional upon the College finding a suitable replacement, where applicable, for the Faculty Member.

Long-term Education Leave

- 20.12 The Committee may approve Long-term Education Leaves for periods of more than four (4) months and no more than one (1) year (including vacation);
- (a) Eligibility: To be eligible to be considered for a Long-term Education 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 Education Leave (or its equivalent under a previous Collective Agreement) within the previous five (5) years.
 - (b) Application: Applications shall be submitted by March 1 in any year
 - (c) Salary During Leave: The salary paid to the Faculty Member shall normally be at ninety percent (90%) of the Faculty Member's normal salary.
 - (d) External remuneration: 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.
 - (e) Written Report on Outcome: At the end of an Education Leave, the Faculty Member shall provide a written report to the Faculty Member's immediate supervisor and the Educational Leave Committee on the outcomes of the Leave, including the objectives and perceived benefits noted in clause 20.8.
 - (f) College-Proposed Leave: The College may, on its own initiative, propose plans for Education Leave to any Faculty Member; however, a Faculty Member shall be under no obligation to accept such a proposal.
 - (g) Other Costs Borne by Faculty Member: All other costs associated with the Education Leave such as transportation, living, tuition and related costs shall be the responsibility of the Faculty Member.
 - (h) Agreement to Return to College after Leave: Before commencing an Education 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 27: 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:

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

*includes vacation and recognized holidays

- (i) Return to Position: Upon completion of the Education Leave, the Faculty Member shall be reinstated to the continuing full-time or recurring full- or part-time position held immediately prior to the Education Leave or to a position mutually agreed upon. If the position held immediately prior to the Education Leave no longer exists and a comparable position is not available, the Faculty Member shall be subject to the provisions of *Article 27: Position Reductions, Lay-off, and Reinstatement*.
- (j) Rights Under Collective Agreement: Except as otherwise noted in clauses 32.11 and 33.5 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 Education Leave

- 20.13 (a) The Committee may approve a Short-Term Education Leave with pay for a period of less than four (4) months in accordance with clauses 20.8 and 20.11.
- (b) Application: Applications shall be submitted by March 1 in any years and shall be assessed in accordance with the criteria set forth in clause 20.8.
- (c) Time Frame: 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 42: 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

20.15 The College shall reimburse the cost of tuition for credit courses, or learning activities offered by another institution, community college or university 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 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 tuition fee for a credit course offered or learning activity, the College may give written approval for partial reimbursement of the tuition 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.

20.21 The College shall provide all Faculty Members noted in clause 20.20, when participating in the residential components of the CCEDP:

- (a) meals;
- (b) overnight accommodation; and
- (c) two (2) return trips between the Faculty Member's normal place of work and the location where the residential components of the program take place. 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 42: 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.

Professional Development Committees

20.24 The College shall establish at each campus a professional development committee, including representation from this and other bargaining units of the College for the purpose of advising the campus on professional development priorities and activities. At least half of the members of the committee shall be non-managerial persons employed by the College.

20.25 The College shall also establish a College Advisory Committee on Professional Training (CACPT) in accordance with the following:

Mandate of Committee

- (a) The mandate of the CACPT shall be to provide advice and make recommendations to the College on matters pertaining to the professional training of Faculty Members as adult educators and other College employees including:
 - (i) programs provided by the College (i.e. CCEDP/CCTEP, orientation, ACIDI);
 - (ii) preparation and dissemination of needs surveys and compilation of results;
 - (iii) other issues consistent with clauses 20.1 and 20.2.

Composition of CACPT

- (b) CACPT shall comprise two (2) representatives of the Union, two (2) representatives of the College, the Chair of two campus professional development committees who are members of either the Professional Support or Faculty bargaining units, and one representative from a university involved in the delivery of the CCEDP. The Committee may involve additional persons on an invitational basis.

Meetings

- (c) The Committee shall meet a minimum of three (3) times a year.

Tuition Bursary for Daughters and Sons

20.26 The College shall, in each academic year, provide a bursary for each dependent daughter and son 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 (½) 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 daughters and sons of Faculty Members and Professional Support Employees shall not exceed \$20,000 (twenty thousand dollars) in any academic year. Where the number of eligible applicants exceeds \$20,000 (twenty thousand dollars) divided by the value of one-half (½) year's free tuition, the value of each bursary shall be reduced such that the value of all bursaries awarded equals \$20,000.

Article 21: Excellence in Teaching and Learning

21.1 Effective 15 August 2003, 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 22: Performance Review

22.1 The College shall establish and maintain a Performance Review Policy.

22.2 The Policy shall state the purpose, the procedures, the roles and responsibilities of those engaged in the performance review process and shall contain a mechanism for review of the Policy which invites Faculty Member participation.

22.3 The College shall be responsible to communicate the Performance Review Policy to its Faculty Members and the Union and to inform Faculty Members and the Union of any change to the Policy.

22.4 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 23: Faculty Classification and Salary Plan

Rates of Pay

- 23.1 (a) Effective August 1, 2001, the classification grids detailed in Section A1 (i), (ii), and (iii) of *Schedule 1: Faculty Classification and Salary Plan* shall reflect an increase of two percent (2.0%) on Section A4 of the previous Collective Agreement;
- (b) Effective February 1, 2002, the classification grids detailed in Section A2 (i), (ii), and (iii) of *Schedule 1: Faculty Classification and Salary Plan* shall reflect an increase of one and five tenths percent (1.5%) on Section A1;
- (c) Effective August 1, 2002, the classification grids detailed in Section A3 (i), (ii), and (iii) of *Schedule 1: Faculty Classification and Salary Plan* shall reflect an increase of two percent (2.0%) on Section A2;
- (d) Effective February 1, 2003, the classification grids detailed in Section A4 (i), (ii), and (iii) of *Schedule 1: Faculty Classification and Salary Plan* shall reflect an increase of one and five tenths percent (1.5%) on Section A3;
- (e) Effective August 1, 2003, the classification grids detailed in Section A5 (i), (ii), and (iii) of *Schedule 1: Faculty Classification and Salary Plan* shall reflect an increase of two percent (2.0%) on Section A4;
- (f) Effective February 1, 2004, the classification grids detailed in Section A6 (i), (ii), and (iii) of *Schedule 1: Faculty Classification and Salary Plan* shall reflect an increase of one and five tenths percent (1.5%) on Section A5;
- (g) Effective August 1, 2004, the classification grids detailed in Section A7 (i), (ii), and (iii) of *Schedule 1: Faculty Classification and Salary Plan* shall reflect an increase of one and five tenths percent (1.5%) on Section A6.

Retroactivity

- 23.2 Faculty Members who left employment in the bargaining unit between 1 August 2001 and the signing of this Collective Agreement shall be entitled to full retroactivity of the economic increases referred to in clause 23.1. 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

- 23.3 A Faculty Member shall normally be paid once every two-week period.
- 23.4 The amount of bi-weekly payments shall be in accordance with the provisions outlined in Section A of *Schedule 1: Faculty Classification & Salary Plan*, less any authorized deductions.

- 23.5 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 Classification and Salary Plan*.
- 23.6 The College shall itemize on a stub attached to each statement of 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 payroll stub.
- 23.7 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 of *Schedule 1: Faculty Classification and Salary Plan*.
- 23.8 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.
- 23.9 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 Section A, Subsections (iii) of *Schedule 1: Faculty Classification and Salary Plan*.
 - (b) An auxiliary Faculty Member instructing full-time shall be paid in accordance with Section A, Subsections (i) of *Schedule 1: Faculty Classification and Salary Plan*. Where applicable, the daily rate shall be one tenth (1/10th) of the applicable bi-weekly salary in Schedule 1.
- 23.10 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 24: Union Deductions

Deductions

- 24.1 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

24.2 The Union shall inform the College in writing of the schedule of payment and authorized amount(s) to be deducted in accordance with clause 24.1 (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

- 24.3 (a) The amounts deducted in accordance with clause 24.1 (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

24.4 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.

Notification of Appointments, Cancellations and Terminations

24.5 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 25: Official Employment File

Access to File

- 25.1 (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 25.1 (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 25.1 (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

- 25.2 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 25.1 (a), the Faculty Member's Union representative.

Placement of Documents on File

- 25.3 (a) The College may place information on the Official Employment File of a Faculty Member at any time. However, with the exception of routine information related to salary and benefits administration, when any comment, note, or other report 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 comment, note or report within a reasonable period of time.
- (b) A Faculty Member may enter in the Faculty Member's own Official Employment File any comment, note or report related to the Faculty Member's employment with the College.
- (c) (i) If a Faculty Member alleges that a report or comment(s) 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 comment(s) shall not be grievable.
- (ii) Notwithstanding clause 25.3 (c) (i), a matter 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 an unfavourable report or comment(s) in the Official Employment File of that Faculty Member.

Evidence from File

25.4 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 25.3.

Limitation

25.5 (a) Any record of a disciplinary action entered in the Official Employment File of a Faculty Member in accordance with clause 31.3 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.

- (b) Any other unfavourable document, comment or referenced material 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

25.6 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 25.2.

Article 26: Continuous Employment, Continuous Service, and Seniority

Continuous Employment

Definition

26.1 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 26.9 and 26.10.

Periods Included

26.2 Continuous employment as defined in clause 26.1 shall include periods of:

- (a) pregnancy, parental and adoption leave;
- (b) sick leave;
- (c) leave while on long-term disability (salary continuation) up to and including forty-two (42) months;
- (d) leave of absence with or without pay;
- (e) vacation and recognized holidays;
- (f) education 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

26.3 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) reaches the age of sixty-five (65) years and is deemed to have resigned in accordance with clause 40.2;
- (d) is discharged from employment and is not reinstated through the grievance or arbitration procedure;
- (e) has employment terminated in accordance with clauses 13.10, 13.11, or 13.12;
- (f) is laid off for a period in excess of forty-two (42) months;

- (g) is laid off and waives recall rights in accordance with clause 27.5 (b);
- (h) abandons the Faculty Member's position and is deemed to have resigned in accordance with clause 13.15; or
- (i) completes a term or auxiliary appointment.

26.4 Notwithstanding clause 26.3 (i), 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.

26.5 Notwithstanding clause 26.3, 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

26.6 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 pregnancy leave in accordance with clause 35.1, adoption leave in accordance with clause 35.19 (a) or where the leave is for a period of twenty-two (22) or fewer consecutive working days;
- (b) leave while on long-term disability (salary continuation);
- (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 26.6 (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

26.7 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.

- 26.8 Notwithstanding clause 26.6, 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

- 26.9 (a) Seniority means the length of continuous employment with the College, as defined in clause 26.1, 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

- 26.10 (a) Notwithstanding clause 26.9, 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 26.9.
- (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 26.9.

Acquisition of Seniority

- 26.11 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 26.9 and 26.10.

Seniority List

- 26.12 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

26.13 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

26.14 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

26.15 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

- 26.16 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) reaches the age of sixty-five (65) years and is deemed to have resigned in accordance with clause 40.2;
 - (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 27.5 (b); or
 - (g) abandons the Faculty Member's position and is deemed to have resigned in accordance with clause 13.15.
- 26.17 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 27: Position Reductions, Lay-Off, and Reinstatement

Position Reductions and Lay-offs

27.1 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 whose incumbent has regular status is to be eliminated, the following sequential process, subject to the conditions set forth in clause 27.2, shall apply:

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 27.9. Such Faculty Member shall be entitled to severance pay in accordance with clause 27.8; 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 27.2 (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 27.1 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 27.1 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

27.2 The following conditions shall govern the application of clause 27.1:

Criteria For Placement

- (a) A Faculty Member shall only be placed in an unfilled position where the Faculty Member meets, in the judgement 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 judgement 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 27.1, 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 27.1

- (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 27.1 being invoked, the application of clause 27.1 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 27.1 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

- 27.3 (a) Where the provisions of clause 27.1 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

27.4 Where the application of clause 27.1 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 time frame set out in clause 13.11.

Eligibility for Severance Pay

27.5 Except as provided in clause 27.6, 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.

27.6 Notwithstanding clause 27.5, 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

27.7 (a) A Faculty Member who is eligible to receive both severance pay in accordance with clause 27.5 and a Service Award in accordance with clause 40.4, 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 40.5.

- (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 27.8 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

- 27.8 (a) Subject to clauses 27.5, 27.6, and 27.7, 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 26.6, 26.7, and 26.8 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 27.8 (a), the severance pay for a Faculty Member shall not exceed forty percent (40%) of the annual salary payable to a Faculty Member in a Faculty 1, step 7 level.

Reinstatement List

- 27.9 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 26.16; or
- (c) the Faculty Member resigns in accordance with clause 27.5 (b).

Conditions for Reinstatement

- 27.10 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.
- 27.11 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 15.16 or 15.23, when the appointment shall be term full- or part-time, auxiliary or casual, as appropriate.
- 27.12 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 27.9.

Transfer of Faculty Members

- 27.13 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 27.1 shall apply.
- 27.14 Subject to clause 27.2, where the application of clauses 27.13 and then 27.11 results in another Faculty Member being displaced, the Faculty Member displaced shall be offered the position in lieu of being laid off.
- 27.15 Notwithstanding clauses 27.13 and 27.14, where position reductions involving lay-offs in the bargaining unit are in effect, the transfer provided for in clause 27.13 shall occur only after the College has applied clause 27.1.

Relocation Expenses

- 27.16 Where a Faculty Member - as a result of the application of clause 27.13 or clause 27.1, 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 28: Health and Safety

- 28.1 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.
- 28.2 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.
- 28.3 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.

- 28.4 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 29: Third Party Liability Insurance

- 29.1 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*.
- 29.2 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 29.1.

Article 30: Legal Assistance and Protection

- 30.1 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 31: Discipline

Purpose of Discipline

- 31.1 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

- 31.2 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

31.3 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

31.4 Notwithstanding clause 31.3, 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

31.5 A record of the disciplinary action shall be placed on the Official Employment File of the Faculty Member.

Discipline Varied or Revoked

31.6 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

- 31.7 (a) Disciplinary suspensions for a period up to and including three (3) months shall be without loss of benefits as specified in *Article 42: Health and Welfare Benefits*. Notwithstanding Article 42, 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 42 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 31.7 (a), where a suspension is imposed as the result of civil or criminal action against the Faculty Member, benefits - in accordance with *Article 42: 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

31.8 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

31.9 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

31.10 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

31.11 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

31.12 The College may also suspend a Faculty Member for a reasonable time, with salary and without loss of benefits specified in Article 42: 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 32: Vacation

Vacation Entitlement

32.1 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 32.1(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 32.1(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 32.1(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

32.2 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

- 32.3 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 (salary continuation); 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 31: Discipline*;
 - (d) lay-off in accordance with *Article 27: Position Reductions, Lay-off, and Reinstatement*;
 - (e) deferred salary leave in accordance with *Article 43: 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.
- 32.4 Notwithstanding clause 32.3, active service shall include periods of absence of twenty-two (22) consecutive working days or fewer.

Vacation Year

- 32.5 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 33: 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

- 32.6 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

32.7 Except as otherwise provided in this Collective Agreement:

- (a) Vacation leave for a period of not more than five (5) days may, with the approval of the College, be carried over to the following year, but shall lapse if not used before the close of that 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 five (5) days of vacation each year to a maximum of twenty (20) days if, in the opinion of the College, it will not interfere with the operational requirements of the College.
- (c) Notwithstanding clauses 32.7 (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 32.7 (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.

32.8 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.

College-Initiated Changes in Approved Vacation Schedule

32.9 Notwithstanding clause 32.8, 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.

- 32.10 (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.
- 32.11 Any vacation earned during secondments, paid leave, exchanges and/or education leave shall be deemed to have been scheduled and taken during the period of the secondment, leave, exchange and/or professional development.

Salary During Vacation

- 32.12 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

- 32.13 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 32.7 and 32.9.
- 32.14 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 32.7 and 32.9.

Article 33: Recognized Holidays

33.1 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 ($\frac{1}{2}$) 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.

33.2 Clause 33.1 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.

- 33.3
- (a) Where a Faculty Member is assigned to work on a recognized holiday as defined in clause 33.1, the Faculty Member shall receive one and one half ($1 \frac{1}{2}$) days off in lieu of holiday.
 - (b) Where time off with pay in lieu of a recognized holiday as defined in clause 33.1 has not been granted, compensation shall be granted at one and one-half ($1 \frac{1}{2}$) times the Faculty Member's regular rate of pay.

33.4 Except as provided in clause 33.5, where a recognized holiday as defined in clause 33.1 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.
- 33.5 Where a day that is a recognized holiday for a Faculty Member as defined in clause 33.1 falls within a period of exchange, secondment or education leave, the holiday shall be deemed to have been taken during the leave.
- 33.6 Other than as provided in clause 33.5, where a day that is a recognized holiday for a Faculty Member as defined in clause 33.1 falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 33.7 Remuneration for paid holidays shall be at the same rate as for the day preceding and the day following the holiday.

Article 34: Sick Leave

Sick Leave Plan

- 34.1 (a) A sick leave plan applying to Faculty Members 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 34.3, 34.4 (a), and clauses 34.5 through 34.14 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 34.15 through 34.27.
- (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 34.3, 34.4 (b), 34.5, and clauses 34.7 through 34.14 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

34.2 (a) Absence of up to Thirty-Six (36) Consecutive Months

- (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 27: Position Reductions, Lay-off, and Reinstatement*.
- (iv) Notwithstanding clause 34.2 (a) (i), the College may, at its discretion, extend the period for which the provisions in clause 34.2 (a) (i), (ii) or (iii) apply beyond thirty-six (36) months.

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

- (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 34.2 (b) (i),(ii), or (iii) occurs, a Faculty Member shall be deemed to be on leave without pay.

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

- (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 27: 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 while on unpaid leave.

(d) Requirement for Medical Evaluation

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 – NSTU Benefit Plan Members

34.3 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.

- 34.4 (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 34.3, the Faculty Member may accumulate the unused portion of Sick Leave to a maximum of one hundred and ninety-five (195) days.
- (b) Commencing in the 2002/2003 academic year, where in any academic year an Faculty Member hired after August 1, 1998 does not use the full twenty (20) days Sick Leave which may be applied for under clause 34.3,

the Faculty Member may accumulate the unused portion of Sick Leave to a maximum of one hundred (100) days.

- 34.5 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.
- 34.6 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 34.4 (a).
- 34.7 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 34.3 and any other days of Sick Leave shall be the accumulated days of Sick Leave.
- 34.8 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 34.3 in addition to any accumulated Sick Leave.
- 34.9 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).
- 34.10 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.
- 34.11 The College shall inform each Faculty Member at the campus, by written notice delivered to the Faculty Member, within thirty (30) days of the commencement of the Faculty Member's academic year of the number of days of Sick Leave credited to the Faculty Member.
- 34.12 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.
- 34.13 A Faculty Member shall not suffer loss of salary (even though the leave is not provided for under the sick leave clauses 34.3 through 34.12 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.

- 34.14 Where a full time Faculty Member is appointed for fewer than 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 – NSCC Benefit Plan Members

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

- 34.15 (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

- 34.16 (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 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 34.16 (a) applicable during the year in which the short-term illness commenced.

Recurring Disabilities

- 34.17 (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 34.16 (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 34.16.
- (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 34.16.
- (d) The provisions of clause 34.17 (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 34.16 (a).

Benefits Not Paid During Certain Periods

- 34.18 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 38: Union Leave* or in the case of circumstances covered under clause 34.19.

Benefits/Lay-off

- 34.19 (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 34: 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 34.19 shall include any benefits payable in accordance with the Long-Term Disability Plan.

Long-Term Disability

- 34.20 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: Health and Welfare Benefits – NSCC Plan, Section 3: Long-Term Disability Plan*).

Deemed Salary

- 34.21 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

- 34.22 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 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

34.23 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

34.24 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

34.25 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

34.26 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

34.27 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 35: Pregnancy, Parental, Spousal, and Adoption Leaves

Pregnancy Leave

35.1 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 35.11;
- (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

35.2 To qualify for Employment Insurance (EI) benefits in accordance with clause 35.5, 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.

35.3 Notwithstanding 35.2 (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

35.4 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.

Pregnancy Leave Benefit

35.5 A Faculty Member on Pregnancy Leave shall be entitled to the following benefit:

- (a) the Faculty Member shall receive from the College seventy-five percent (75%) of the Faculty Member's bi-weekly salary during the two (2) week EI waiting period; and
- (b) during the remaining fifteen (15) weeks of the EI benefit period, the Faculty Member's weekly EI benefit shall be supplemented by the College to a maximum of ninety-three percent (93%) of the Faculty Member's normal weekly salary.

Requirement by College to Take Leave

35.6 Notwithstanding clause 35.1, 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

35.7 Notwithstanding clauses 35.2 and 35.3, 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

35.8 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 35.11. 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

35.9 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

35.10 Notwithstanding clause 35.8, in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the parental leave which was to have occurred after the end of the expected hospitalization period may, for a time up to six (6) months after the birth, be deferred until the child is released from the hospital.

Notice to College

35.11 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 (5th) month of pregnancy forward to the College a written notice of the date the Faculty Member shall begin Pregnancy Leave pursuant to clause 35.1; or
 - (ii) not later than four (4) weeks prior to the commencement of Parental Leave pursuant to clause 35.8; and
- (b) 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

35.12 Notice given pursuant to clause 35.11 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

35.13 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 35.10;
- (e) the resumption of Parental Leave by the Faculty Member in accordance with clause 35.10.

Proof of Entitlement

35.14 Upon the request of the College, where a Faculty Member takes Parental Leave pursuant to clause 35.8, interrupts and defers leave pursuant to clause 35.10 or gives short notice pursuant to clause 35.13, 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

35.15 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 35.14 of the matters attested to in the certificate.

Return to Regular Assignment

35.16 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 27: Position Reductions, Lay-off, and Reinstatement*.

Child Rearing Leave

35.17 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 37: Special Circumstances Leaves*.

Spousal Leave with Pay for Birth of Child

35.18 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.

Adoption Leave

35.19 The College, upon the request of a Faculty Member and in receipt of a letter from the Administrator of Family and Children's Services stating that the Faculty Member has filed a notice of proposed adoption under the *Adoption Act*, shall grant:

- (a) a leave of absence of up to seventeen (17) weeks in accordance with clause 35.8 to a Faculty Member adopting a child who is not eligible to attend school and, where a Faculty Member on adoption leave is in receipt of parental leave benefits under the terms of the *Employment Insurance Act*:
 - (i) the Faculty Member shall receive from the College seventy-five percent (75%) of the Faculty Member's weekly salary during the two (2) week EI waiting period;
 - (ii) during the next fifteen (15) weeks of EI benefits, the Faculty Member weekly EI benefits will be supplemented by the College to a maximum of ninety-three percent (93%) of the Faculty Member's salary;
- (b) additional weeks without pay for up to thirty-five (35) weeks as the Faculty Member requests.

35.20 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 35.8.

35.21 Notwithstanding clauses 35.19 (b) and 35.20, 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.

- 35.22 Notwithstanding clauses 35.19 (b) and 35.20, in the event that both parents of the adopted child are Faculty Members, the provisions of clauses 35.19 (b) and 35.20 shall apply to only one Faculty Member.

Benefits

- 35.23 Pregnancy Leave in accordance with clause 35.1, Parental Leave in accordance with clause 35.8, and Adoption Leave in accordance with clause 35.19 (a) shall be without loss of benefits as specified in *Article 42: Health and Welfare Benefits*.

Article 36: Bereavement Leave

- 36.1 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.
- 36.2 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.
- 36.3 Where a death in the immediate family occurs during a period - other than a Saturday, Sunday, or holiday as defined in *Article 33: 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.
- 36.4 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 or uncle.

Article 37: Special Circumstances Leaves

Leave With Pay

Serious Illness in Immediate Family

- 37.1 (a) A Faculty Member shall be entitled to leave with pay for up to five (5) days in a year where there is a serious illness in the immediate family of a 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) In addition to clause 37.1 (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.

37.2 Immediate family in clause 37.1 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

37.3 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

37.4 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

37.5 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

37.6 Provided the College is notified in advance, a Faculty Member shall be provided time during normal working hours to vote in a civic, town, municipal, provincial or federal election where:

(a) the Faculty Member's name is on the voter's list of a polling district other than the one where the Faculty Member normally works; and

(b) the Faculty Member cannot reasonably vote after working hours.

Leave to Attend Funeral of Staff Member

37.7 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

37.8 Where a special circumstance occurs during a period - other than a Saturday, Sunday, or holiday as defined in *Article 33: 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 37.1 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

37.9 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.

37.10 (a) Notwithstanding clause 37.9, reasonable lateness beyond the beginning of a Faculty Member's starting time shall not be subject to the provisions of clause 37.9, 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 37.9, the immediate supervisor of a Faculty Member may waive the provisions of 21.09, where a Faculty Member has been given permission to leave prior to the end of the scheduled working day.

37.11 Notwithstanding clause 37.9 and 37.10, lateness from the campus shall be justified when the police advise persons to stay off the roads.

37.12 (a) Notwithstanding clause 37.9, 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 42: Health and Welfare Benefits*, during the closure.

- (b) Notwithstanding clause 37.9, 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 42: Health and Welfare Benefits*, as a result of the absence.

Personal Leave

37.13 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. 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;
- (e) leave without pay to attend to duties as a member of the Nova Scotia House of Assembly.

37.14 Where a leave in accordance with clause 37.13 is denied, reasons shall be given in writing to the applicant, when requested.

Time Off or Rescheduling for Official Duties

37.15 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 or town. Time off or rescheduling shall be done in a manner that minimizes disruptions to College educational programs and services.

Benefits

37.16 Where a special leave - with or without pay in accordance with clauses 37.1 through 37.15 inclusive is approved by the College - it shall be without loss of benefits as specified in *Article 42: Health and Welfare Benefits*.

Leave Without Pay

Long-Term Personal Leave

37.17 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 37.17 (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 37.17 (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) Approval for a long-term personal leave of less than one (1) year shall be at the discretion of the College, and the decision of the College shall be non-grievable.
 - (iv) On each occasion where a long-term personal leave without pay is approved or extended, the Union shall be notified.
 - (v) 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, re-application is required pursuant to clause 37.17 (c). 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 27: 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 37.17 (g) (i), a Faculty Member shall continue to be eligible for benefits in accordance with *Article 42: 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.

Article 38: Union Leave

38.1 Where operational requirements permit, the College shall approve a request for leave of one-half ($\frac{1}{2}$) 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 of 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 three (3) Faculty Members to attend contract negotiations with the College on behalf of the bargaining unit;
- (iv) The time limitation outlined in clause 38.1 (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 38.1 (e) (i), (ii), and (iii).

38.2 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%) of the Faculty Member's gross salary and benefits for each day that the Faculty Member is on such leave.
- (e) Travelling expenses and other expenses incurred by the Faculty Member shall be borne by the Union.

38.3 Where operational requirements permit, the College may also approve time off with pay of less than one-half (½) day for a Faculty Member to travel to Union activities scheduled outside of normal working hours.

38.4 Subject to the conditions of 38.2, except 38.2 (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.

Article 39: Leave for Union President

- 39.1 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.
- 39.2 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.
- 39.3 Notwithstanding clause 39.2, a leave of absence for a third (3rd) and subsequent consecutive term(s) shall require the approval of the College.
- 39.4 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.
- 39.5 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.
- 39.6 Notwithstanding clause 39.5, 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.
- 39.7 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 27: Position Reductions, Lay-off, and Reinstatement*.
- 39.8 Notwithstanding clause 15.16 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 40: Retirement

Pre-Retirement Seminar

- 40.1 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.

Mandatory Retirement

40.2 A Faculty Member shall be deemed to have resigned from employment with the College effective at the end of the semester in which the Faculty Member reaches the age of sixty-five (65) years.

Re-Employment

40.3 (a) The College may, at its discretion, rehire a retired Faculty Member who is deemed to have resigned in accordance with clause 40.2. Such appointment shall be on a semester-to-semester basis and shall be in accordance with *Article 13: Appointment and Termination of Employment*, of this Collective Agreement. 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 is deemed to have resigned:

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

For greater certainty, a Faculty Member's Service Award entitlement prior to deemed resignation shall not be affected by the rehire.

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

Service Award

40.4 (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**

- 40.5 (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 40.4 and severance pay in accordance with clause 27.8.
- (b) The maximum combined amount payable in accordance with clause 40.5 (a) shall not exceed fifty percent (50%) of the Faculty Member's annual salary.

Clarification of "Retired"

- 40.6 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 41: Re-employment Following Early Retirement

- 41.1 A Re-Employment Following Early Retirement Plan, applying to Faculty Members who have retired prior to the age of sixty-five (65), shall be implemented in accordance with the provisions outlined in clauses 41.3 through 41.13.
- 41.2 The Plan shall not be amended except by agreement of the College and the Union.

Re-employment Following Early Retirement Plan

Purpose

- 41.3 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, prior to the Faculty Member reaching the age of sixty-five (65) years, which may help reduce the impact of financial loss incurred under the terms of the applicable pension act - i.e. *Teachers' Pension Act* or the *Public Service Superannuation Act* - by electing early retirement.

Eligibility Requirements

- 41.4 A Faculty Member must be eligible for a pension under the *Nova Scotia Teachers' Pension Act* or the *Public Service Superannuation Act*.

- 41.5 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.
- 41.6 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.
- 41.7 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

- 41.8 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) working days. The twenty-one (21) working days need not be consecutive.
- 41.9 A Faculty Member may participate in the Re-Employment Following Early Retirement Plan for a maximum of five (5) years or until age sixty-five (65), whichever is first.
- 41.10 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.
- 41.11 The Faculty Member must resign the Faculty Member's position.
- 41.12 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

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

Article 42: Health and Welfare Benefits

Benefit Coverage

- 42.1 Group life, health and salary continuation coverage for Faculty Members shall be in accordance with the provisions outlined in *Appendix 2: Health and Welfare Benefits –NSTU Plan*.
- 42.2 Notwithstanding clause 42.1, group life and health for Faculty Members who are covered by the College life and health plan will be subject to the *Letter of Understanding #4: Transfer of Former NSGEU Members to the NSTU Group Insurance Plans*; and 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: Health and Welfare Benefits – NSCC Plan*.

42.3 Notwithstanding anything contained in this Collective Agreement, the College shall not be considered to be the insurer.

Employment Insurance Premium Reduction

42.4 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.

42.5 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.

42.6 Faculty Members enrolled in the Long-Term Disability (LTD) Plan under the former NSGEU Collective Agreement 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 43: Deferred Salary Leave Plan

43.1 A Deferred Salary Leave Plan acceptable to the College and the Union shall be implemented in accordance with the provisions outlined in clauses 43.3 through 43.23.

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

Deferred Salary Leave Plan

Purpose

43.3 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

43.4 Participation in this Plan is limited to regular full- or part-time Faculty Members.

Application

43.5 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

- 43.6 (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

43.7 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 bi-weekly 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.

Benefits

- 43.8 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.
- 43.9 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.
- 43.10 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.

- 43.11 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.
- 43.12 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.
- 43.13 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

- 43.14 (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 27: Position Reductions, Lay-off, and Reinstatement*.

Withdrawal from the Plan

- 43.15 A Faculty Member who ceases to be employed by the College or is laid off in accordance with *Article 27: Position Reductions, Lay-off, and Reinstatement* shall withdraw from the Plan. Repayment shall be pursuant to 43.17.
- 43.16 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 .15.
- 43.17 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.
- 43.18 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

- 43.19 Once approved, the provisions concerning percentage of salary deferred and the Leave may be amended by agreement between the Faculty Member and the College.
- 43.20 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

- 43.21 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

- 43.22 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 33.1 (k).
- 43.23 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 the thirty-first (31st) day of July 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 44: Amendment

- 44.1 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 45: Entire Agreement

- 45.1 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.

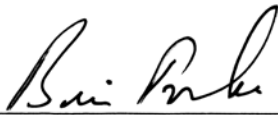
45.2 Any issue arising from the exclusion of past policies and practices of which the parties were unaware at the time of this Collective Agreement shall be discussed by the Parties.

Article 46: Term of Collective Agreement

46.1 This Collective Agreement shall be in full force and effect for a term commencing on August 1, 2001 (unless otherwise specified within the Collective Agreement) and shall end on February 28, 2005 or shall continue until a new Collective Agreement is concluded in accordance with the *Trade Union Act*.

46.2 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.

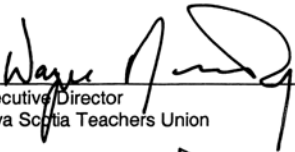
In witness whereof, the Parties hereto have executed this Collective Agreement on 16 April 2003 at Halifax, Nova Scotia.



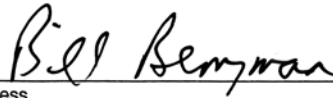
President
Nova Scotia Teachers Union



Witness



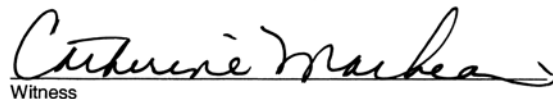
Executive Director
Nova Scotia Teachers Union



Witness



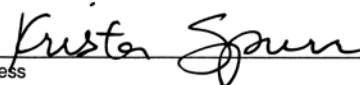
President
Nova Scotia Community College



Witness



Chair, Negotiating Committee
Nova Scotia Community College



Witness

Schedule 1: Classification and Salary Plan

Section A: Salary Grids

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

Bi-weekly and annual salary rates effective 1 August 2001, after 2.0% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	1,240.42	1,388.31	1,525.47	1,655.60
	32,251	36,096	39,662	43,046
2	1,314.51	1,470.55	1,607.70	1,737.84
	34,177	38,234	41,800	45,184
3	1,388.62	1,552.78	1,689.95	1,820.07
	36,104	40,372	43,939	47,322
4	1,462.71	1,635.02	1,772.18	1,902.31
	38,030	42,510	46,077	49,460
5	1,536.81	1,717.26	1,854.41	1,984.53
	39,957	44,649	48,215	51,598
6	1,610.90	1,799.48	1,936.65	2,066.78
	41,883	46,787	50,353	53,736
7	1,685.00	1,881.73	2,018.88	2,149.02
	43,810	48,925	52,491	55,874
8	1,759.09	1,963.96	2,101.12	2,231.24
	45,736	51,063	54,629	58,012
9	1,833.20	2,046.17	2,183.35	2,313.48
	47,663	53,200	56,767	60,151
10	1,907.29	2,128.43	2,265.58	2,395.70
	49,589	55,339	58,905	62,288
11	1,981.39	2,210.66	2,347.83	2,477.95
	51,516	57,477	61,043	64,427

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

Hourly salary rates effective 1 August 2001, after 2.0% increase over previous rates
(Hourly rate = Bi-weekly rate / 60).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	20.67	23.14	25.42	27.59
2	21.91	24.51	26.80	28.96
3	23.14	25.88	28.17	30.33
4	24.38	27.25	29.54	31.71
5	25.61	28.62	30.91	33.08
6	26.85	29.99	32.28	34.45
7	28.08	31.36	33.65	35.82
8	29.32	32.73	35.02	37.19
9	30.55	34.10	36.39	38.56
10	31.79	35.47	37.76	39.93
11	33.02	36.84	39.13	41.30

Section A1 (iii): Minimum hourly rates - Auxiliary Faculty Members

Minimum hourly salary rates effective 1 August 2001, after 2.0% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Faculty Member may be paid at a higher hourly rate, at the discretion of the College.

Faculty 1	Faculty 2	Faculty 3	Faculty 4
20.67	23.14	25.42	27.59

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

Bi-weekly and annual salary rates effective 1 February 2002, after 1.5% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	1,259.03	1,409.14	1,548.35	1,680.44
	32,735	36,638	40,257	43,691
2	1,334.23	1,492.61	1,631.82	1,763.90
	34,690	38,808	42,427	45,861
3	1,409.45	1,576.07	1,715.30	1,847.37
	36,646	40,978	44,598	48,032
4	1,484.65	1,659.54	1,798.76	1,930.84
	38,601	43,148	46,768	50,202
5	1,559.87	1,743.02	1,882.23	2,014.30
	40,557	45,319	48,938	52,372
6	1,635.06	1,826.48	1,965.70	2,097.78
	42,512	47,488	51,108	54,542
7	1,710.27	1,909.95	2,049.16	2,181.25
	44,467	49,659	53,278	56,713
8	1,785.48	1,993.42	2,132.64	2,264.71
	46,422	51,829	55,449	58,882
9	1,860.69	2,076.86	2,216.10	2,348.18
	48,378	53,998	57,619	61,053
10	1,935.90	2,160.36	2,299.57	2,431.64
	50,333	56,169	59,789	63,223
11	2,011.11	2,243.82	2,383.04	2,515.12
	52,289	58,339	61,959	65,393

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

Hourly salary rates effective 1 February 2002, after 1.5% increase over previous rates (Hourly rate = Bi-weekly rate / 60).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	20.98	23.49	25.81	28.01
2	22.24	24.88	27.20	29.40
3	23.49	26.27	28.59	30.79
4	24.74	27.66	29.98	32.18
5	26.00	29.05	31.37	33.57
6	27.25	30.44	32.76	34.96
7	28.50	31.83	34.15	36.35
8	29.76	33.22	35.54	37.75
9	31.01	34.61	36.94	39.14
10	32.26	36.01	38.33	40.53
11	33.52	37.40	39.72	41.92

Section A2 (iii): Minimum hourly rates - Auxiliary Faculty Members

Minimum hourly salary rates effective 1 February 2002, after 1.5% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Faculty Member may be paid at a higher hourly rate, at the discretion of the College.

Faculty 1	Faculty 2	Faculty 3	Faculty 4
20.98	23.49	25.81	28.01

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

Bi-weekly and annual salary rates effective 1 August 2002, after 2.0% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	1,284.21	1,437.32	1,579.32	1,714.05
	33,389	37,370	41,062	44,565
2	1,360.92	1,522.46	1,664.46	1,799.18
	35,384	39,584	43,276	46,779
3	1,437.64	1,607.59	1,749.60	1,884.32
	37,379	41,797	45,490	48,992
4	1,514.34	1,692.74	1,834.74	1,969.46
	39,373	44,011	47,703	51,206
5	1,591.06	1,777.88	1,919.87	2,054.59
	41,368	46,225	49,917	53,419
6	1,667.76	1,863.01	2,005.02	2,139.73
	43,362	48,438	52,130	55,633
7	1,744.48	1,948.15	2,090.14	2,224.88
	45,356	50,652	54,344	57,847
8	1,821.19	2,033.29	2,175.29	2,310.00
	47,351	52,865	56,557	60,060
9	1,897.91	2,118.40	2,260.42	2,395.15
	49,346	55,078	58,771	62,274
10	1,974.62	2,203.57	2,345.56	2,480.27
	51,340	57,293	60,985	64,487
11	2,051.33	2,288.69	2,430.70	2,565.42
	53,335	59,506	63,198	66,701

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

Hourly salary rates effective 1 August 2002, after 2.0% increase over previous rates
(Hourly rate = Bi-weekly rate / 60).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	21.40	23.96	26.32	28.57
2	22.68	25.37	27.74	29.99
3	23.96	26.79	29.16	31.41
4	25.24	28.21	30.58	32.82
5	26.52	29.63	32.00	34.24
6	27.80	31.05	33.42	35.66
7	29.07	32.47	34.84	37.08
8	30.35	33.89	36.25	38.50
9	31.63	35.31	37.67	39.92
10	32.91	36.73	39.09	41.34
11	34.19	38.14	40.51	42.76

Section A3 (iii): Minimum hourly rates - Auxiliary Faculty Members

Minimum hourly salary rates effective 1 August 2002, after 2.0% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Faculty Member may be paid at a higher hourly rate, at the discretion of the College.

Faculty 1	Faculty 2	Faculty 3	Faculty 4
21.40	23.96	26.32	28.57

Section A4 (j): Faculty Salary Grid - Full-time Faculty Members

Bi-weekly and annual salary rates effective 1 February 2003, after 1.5% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	1,303.47	1,458.88	1,603.01	1,739.76
	33,890	37,931	41,678	45,234
2	1,381.33	1,545.30	1,689.42	1,826.17
	35,915	40,178	43,925	47,480
3	1,459.20	1,631.70	1,775.85	1,912.58
	37,939	42,424	46,172	49,727
4	1,537.06	1,718.13	1,862.26	1,999.00
	39,964	44,671	48,419	51,974
5	1,614.93	1,804.55	1,948.67	2,085.41
	41,988	46,918	50,665	54,221
6	1,692.78	1,890.95	2,035.09	2,171.83
	44,012	49,165	52,912	56,468
7	1,770.65	1,977.37	2,121.49	2,258.25
	46,037	51,412	55,159	58,715
8	1,848.51	2,063.79	2,207.92	2,344.65
	48,061	53,658	57,406	60,961
9	1,926.38	2,150.18	2,294.33	2,431.08
	50,086	55,905	59,653	63,208
10	2,004.23	2,236.62	2,380.74	2,517.48
	52,110	58,152	61,899	65,454
11	2,082.10	2,323.02	2,467.16	2,603.90
	54,135	60,399	64,146	67,701

Section A4 (ii): Hourly rates - Part-time Faculty Members

Hourly salary rates effective 1 February 2003, after 1.5% increase over previous rates (Hourly rate = Bi-weekly rate / 60).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	21.72	24.31	26.72	29.00
2	23.02	25.76	28.16	30.44
3	24.32	27.20	29.60	31.88
4	25.62	28.64	31.04	33.32
5	26.92	30.08	32.48	34.76
6	28.21	31.52	33.92	36.20
7	29.51	32.96	35.36	37.64
8	30.81	34.40	36.80	39.08
9	32.11	35.84	38.24	40.52
10	33.40	37.28	39.68	41.96
11	34.70	38.72	41.12	43.40

Section A4 (iii): Minimum hourly rates - Auxiliary Faculty Members

Minimum hourly salary rates effective 1 February, after 1.5% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Faculty Member may be paid at a higher hourly rate, at the discretion of the College.

Faculty 1	Faculty 2	Faculty 3	Faculty 4
21.72	24.31	26.72	29.00

Section A5 (j): Faculty Salary Grid - Full-time Faculty Members

Bi-weekly and annual salary rates effective 1 August 2003, after 2.0% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	1,329.54	1,488.06	1,635.07	1,774.55
	34,568	38,689	42,512	46,138
2	1,408.96	1,576.21	1,723.21	1,862.69
	36,633	40,981	44,803	48,430
3	1,488.38	1,664.34	1,811.36	1,950.83
	38,698	43,273	47,095	50,722
4	1,567.80	1,752.49	1,899.50	2,038.98
	40,763	45,565	49,387	53,014
5	1,647.23	1,840.64	1,987.64	2,127.11
	42,828	47,857	51,679	55,305
6	1,726.63	1,928.77	2,075.79	2,215.26
	44,892	50,148	53,971	57,597
7	1,806.06	2,016.92	2,163.92	2,303.42
	46,958	52,440	56,262	59,889
8	1,885.48	2,105.06	2,252.08	2,391.55
	49,022	54,732	58,554	62,180
9	1,964.90	2,193.18	2,340.22	2,479.70
	51,087	57,023	60,846	64,472
10	2,044.32	2,281.35	2,428.36	2,567.83
	53,152	59,315	63,137	66,763
11	2,123.75	2,369.48	2,516.51	2,655.98
	55,217	61,607	65,429	69,055

Section A5 (ii): Hourly rates - Part-time Faculty Members

Hourly salary rates effective 1 August 2003, after 2.0% increase over previous rates
(Hourly rate = Bi-weekly rate / 60).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	22.16	24.80	27.25	29.58
2	23.48	26.27	28.72	31.04
3	24.81	27.74	30.19	32.51
4	26.13	29.21	31.66	33.98
5	27.45	30.68	33.13	35.45
6	28.78	32.15	34.60	36.92
7	30.10	33.62	36.07	38.39
8	31.42	35.08	37.53	39.86
9	32.75	36.55	39.00	41.33
10	34.07	38.02	40.47	42.80
11	35.40	39.49	41.94	44.27

Section A5 (iii): Minimum hourly rates - Auxiliary Faculty Members

Minimum hourly salary rates effective 1 August 2003, after 2.0% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Faculty Member may be paid at a higher hourly rate, at the discretion of the College.

Faculty 1	Faculty 2	Faculty 3	Faculty 4
22.16	24.80	27.25	29.58

Section A6 (j): Faculty Salary Grid - Full-time Faculty Members

Bi-weekly and annual salary rates effective 1 February 2004, after 1.5% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	1,349.48	1,510.38	1,659.60	1,801.17
	35,087	39,270	43,150	46,830
2	1,430.09	1,599.85	1,749.06	1,890.63
	37,182	41,596	45,476	49,156
3	1,510.71	1,689.30	1,838.53	1,980.09
	39,278	43,922	47,802	51,482
4	1,591.32	1,778.78	1,928.00	2,069.57
	41,374	46,248	50,128	53,809
5	1,671.94	1,868.25	2,017.46	2,159.02
	43,470	48,574	52,454	56,135
6	1,752.53	1,957.70	2,106.93	2,248.49
	45,566	50,900	54,780	58,461
7	1,833.15	2,047.18	2,196.38	2,337.97
	47,662	53,227	57,106	60,787
8	1,913.76	2,136.64	2,285.86	2,427.42
	49,758	55,553	59,432	63,113
9	1,994.38	2,226.08	2,375.32	2,516.89
	51,854	57,878	61,758	65,439
10	2,074.98	2,315.57	2,464.78	2,606.34
	53,950	60,205	64,084	67,765
11	2,155.60	2,405.03	2,554.26	2,695.82
	56,046	62,531	66,411	70,091

Section A6 (ii): Hourly rates - Part-time Faculty Members

Hourly salary rates effective 1 February 2004, after 1.5% increase over previous rates (Hourly rate = Bi-weekly rate / 60).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	22.49	25.17	27.66	30.02
2	23.83	26.66	29.15	31.51
3	25.18	28.16	30.64	33.00
4	26.52	29.65	32.13	34.49
5	27.87	31.14	33.62	35.98
6	29.21	32.63	35.12	37.47
7	30.55	34.12	36.61	38.97
8	31.90	35.61	38.10	40.46
9	33.24	37.10	39.59	41.95
10	34.58	38.59	41.08	43.44
11	35.93	40.08	42.57	44.93

Section A6 (iii): Minimum hourly rates - Auxiliary Faculty Members

Minimum hourly salary rates effective 1 February 2004, after 1.5% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Faculty Member may be paid at a higher hourly rate, at the discretion of the College.

Faculty 1	Faculty 2	Faculty 3	Faculty 4
22.49	25.17	27.66	30.02

Section A7 (j): Faculty Salary Grid - Full-time Faculty Members

Bi-weekly and annual salary rates effective 1 August 2004, after 1.5% increase over previous rates (Annual salary rate = Bi-weekly rate x 26).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	1,369.73	1,533.03	1,684.49	1,828.19
	35,613	39,859	43,797	47,533
2	1,451.54	1,623.85	1,775.29	1,918.99
	37,740	42,220	46,158	49,894
3	1,533.37	1,714.64	1,866.11	2,009.80
	39,868	44,581	48,519	52,255
4	1,615.19	1,805.46	1,956.92	2,100.61
	41,995	46,942	50,880	54,616
5	1,697.02	1,896.27	2,047.72	2,191.41
	44,122	49,303	53,241	56,977
6	1,778.82	1,987.07	2,138.54	2,282.22
	46,249	51,664	55,602	59,338
7	1,860.65	2,077.88	2,229.33	2,373.04
	48,377	54,025	57,963	61,699
8	1,942.46	2,168.69	2,320.14	2,463.83
	50,504	56,386	60,324	64,060
9	2,024.29	2,259.47	2,410.95	2,554.65
	52,632	58,746	62,685	66,421
10	2,106.11	2,350.31	2,501.75	2,645.44
	54,759	61,108	65,046	68,781
11	2,187.94	2,441.10	2,592.57	2,736.25
	56,886	63,469	67,407	71,143

Section A7 (ii): Hourly rates - Part-time Faculty Members

Hourly salary rates effective 1 August 2004, after 1.5% increase over previous rates
(Hourly rate = Bi-weekly rate / 60).

Step	Faculty 1	Faculty 2	Faculty 3	Faculty 4
1	22.83	25.55	28.07	30.47
2	24.19	27.06	29.59	31.98
3	25.56	28.58	31.10	33.50
4	26.92	30.09	32.62	35.01
5	28.28	31.60	34.13	36.52
6	29.65	33.12	35.64	38.04
7	31.01	34.63	37.16	39.55
8	32.37	36.14	38.67	41.06
9	33.74	37.66	40.18	42.58
10	35.10	39.17	41.70	44.09
11	36.47	40.69	43.21	45.60

Section A7 (iii): Minimum hourly rates - Auxiliary Faculty Members

Minimum hourly salary rates effective 1 August 2004, after 1.5% increase over previous rates. For greater certainty, the rates indicated are minimum amounts only. An Auxiliary Faculty Member may be paid at a higher hourly rate, at the discretion of the College.

Faculty 1	Faculty 2	Faculty 3	Faculty 4
22.83	25.55	28.07	30.47

Section B: Classification of Faculty

Faculty Members shall be classified on the basis of formal qualifications and occupational experience, as determined by and acceptable to the College. Only qualifications and experience relevant to the subject matter or occupational content of the particular instructional role shall be recognized.

Recognition of 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 such recognition. Prior to receipt of the necessary documentation, the College may make a provisional determination of classification and salary step based upon the available documentation.

The classification requirements, in accordance with the above, are as follows:

Faculty 1

- (a) Nova Scotia Community College diploma, or certified journey person; or equivalent recognized by the College; and
- (b) 5 years occupational experience, including at least two (2) after completion of the diploma/certification.

Faculty 2

- (a) Nova Scotia Community College advanced diploma, or 3-year undergraduate degree from a Canadian university; or equivalent recognized by the College; and
- (b) 5 years occupational experience, including at least two (2) after completion of the advanced diploma.

Faculty 3

- (a) 4-year undergraduate degree from a Canadian university; or master's degree from a Canadian university without directly related undergraduate degree; or equivalent recognized by the College; and
- (b) 5 years occupational experience, including at least two (2) after completion of the qualification in (a) above.

Faculty 4

- (a) Master's degree from a Canadian university together with a directly related undergraduate degree; or equivalent recognized by the College; and
- (b) 5 years occupational experience, including at least two (2) after completion of the Master's Degree.

Note: No additional occupational experience beyond the initial five (5) years noted above is required where additional qualifications are completed after appointment as a probationary or regular Faculty Member. This applies both to currently employed Faculty Members and to Faculty Members hired on or after August 1, 1998.

Section C: Placement Within Classifications

.01 Initial Placement: Occupational and Post Secondary Instructional Experience

Initial placement for new Faculty Members along the scale within the appropriate Faculty classification shall be based on additional years of relevant occupational experience, education and/or post secondary instructional experience beyond that required for the particular classification and shall be at the discretion of the College.

- (a) The maximum starting salary step on the appropriate scale for new Faculty Members without post secondary instructional experience shall be at Step 6.
- (b) The maximum number of years to be credited in step placement for post secondary instructional experience shall be four (4).
- (c) The maximum starting salary step for new Faculty Members with both occupational experience beyond that required for the particular classification and full-time post-secondary instructional experience shall be the sum of (a) and (b) but in no case shall the initial placement exceed Step 10.
- (d) In exceptional circumstances - where the labour market conditions warrant such action - the initial maximum placement limit, minimum occupational 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 salary increases. However, where a Faculty Member is hired without the required five (5) years relevant occupational experience, that Faculty Member shall be classified as a Faculty 1.
- (e) Faculty Members shall have the right to a review of their salary placement by the Senior Human Resource Person of the College.
- (f) Where the review of salary placement results in a different placement due to an error on the part of the College, the faculty member's salary shall be adjusted retroactively to the date of the appointment. Where a change is made based on new documentation and information, the faculty member's salary shall be adjusted retroactively to the date the College received the documentation and information.
- (g) A Faculty Member who wishes to appeal the classification decision of the Senior Human Resource Person in accordance with .01 (e) above, shall have the right to appeal that decision to the Classification Advisory and Appeals Committee (CAAC) as established in Section E.

.02 Progression Through A Range

- (a) Annual increments shall be based on experience, with one (1) step increase on the Faculty Member's particular scale (e.g. on the Faculty 1 scale) awarded 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 (e.g. Step 11, Faculty 1).

- (b) The granting of an increment does not, in any way, indicate satisfactory performance of the Faculty Member.

.03 Allowance For Degree in Adult Education or Unrelated Degree

- (a) Where a Faculty Member has a Bachelor or Master of Adult Education Degree, or one or more university degrees which are not directly related to that Faculty Member's instructional assignment from a recognized Canadian university and the degree has not been recognized for classification purposes - in addition to the educational and occupational requirements as stated in *Section B: Classifications of Faculty* of this Schedule - the following salary treatment shall apply:
 - (i) one (1) step progression in the range where the degree is completed after August 1, 1998 and while the Faculty Member is employed at the College; or
 - (ii) counted as one (1) additional step in the College's determination of the initial starting salary, if completed prior to employment at the College; and
 - (iii) \$1000 above scale once a Faculty Member has reached the maximum step on the appropriate Faculty scale in Section A of this Schedule and has completed, after August 1, 1998, one additional successful year of instructional experience.
- (b) For greater clarity, if a degree is recognized by the College for purposes of meeting the requirements for the Faculty 3 or Faculty 4 classification (e.g. BAEd specializing in the instruction of mathematics, hired to teach mathematics), or where courses in that program were previously recognized for classification purposes under a previous collective agreement, then that degree cannot be used to qualify that Faculty Member for the salary treatment provided for in .03(a).
- (c) Allowance for such degrees shall be credited only once (i.e. one step, \$1000 above maximum) during the Faculty Member's employment with the College, including the initial step placement.

.04 Change In Classification Subsequent To Initial Classification Upon Hiring

- (a) Approval for an educational program that may qualify a Faculty Member for a change in classification in accordance with the Faculty Classification and Salary Plan must be obtained from the College prior to enrolling in such program. Such approval shall not be unreasonably withheld. Where prior written approval is given and the Faculty Member commences the program subsequent to August 1, 1998 and successfully completes the program, that Faculty Member's classification shall be changed to the appropriate higher classification and the Faculty Member shall be placed on the same step on the new salary scale (e.g.

Faculty 1, step 7 to Faculty 2, step 7), effective the date that the credential is awarded. Such change in classification shall not alter the date at which a Faculty Member is eligible for a salary increment in accordance with .02.

- (b) Except as provided in this paragraph, a change in instructional assignment or position shall not alter the classification or position (step) on the salary scale. When a Faculty Member applies for and is appointed to an instructional position requiring educational qualifications and occupational experience not previously credited for classification purposes, the Faculty Member shall be reclassified to recognize those qualifications and occupational experience.

Note: Credit verified and awarded at time of hiring to a Faculty Member for relevant occupational experience in accordance with the Faculty Classification and Salary Plan shall not subsequently be altered through change in a Faculty Member's classification or instructional assignment. For example, a Faculty Member with a relevant four (4) year degree and given credit for five (5) years relevant occupational experience at the time of hiring who - subsequent to being appointed as a probationary or regular Faculty Member - completes a relevant Master's Degree in accordance with .04 (a), does not need to complete two (2) years additional relevant experience in order to qualify for a change in classification from Faculty 3 to Faculty 4.

Section D: Guidelines for Determining Classification and Starting Salaries

Appointment Factors

.01 Relevant Occupational Experience

- (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.

- (d) Part-time experience should be recognized only if it forms part of a regular program of development such as a co-operative education program, or where the part-time experience involved working at least ten (10) hours per week. If recognized, such experience should be pro-rated.
- (e) Double counting must be avoided. For example, 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 experience if the qualification is recognized as a relevant formal qualification. For example, the journey person qualification requires four (4) years of relevant occupational experience and is recognized as equivalent to a College diploma which normally takes two (2) years to complete. To avoid double counting, an individual who completed a relevant journey person qualification would be credited with two (2) years of relevant occupational experience.

.02 *Relevant Post Secondary Instructional Experience*

- (a) Relevant post secondary 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 academic upgrading or equivalent to mature students, as defined by the College. 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.

.03 *Equivalencies for Relevant Formal Qualifications*

- (a) In addition to *Section B: Classifications of Faculty* and the provisions guiding initial placement indicated in .01 and .03 of *Section C: Placement Within Classifications*, equivalencies should be established by determining whether an institution in Nova Scotia recognizing a formal credential for admission to a higher level program in the same area of specialization would recognize the individual's learning as equivalent for purposes of admission to the higher level program. Where this test is not possible, equivalencies should be established by determining whether the Nova Scotia institution delivering the formal program would recognize the individual's learning as achieving all the outcomes

required for graduating from that program. Where only partial credit towards the formal qualification would be granted by the institution delivering the formal program, the individual would be required to complete the remainder of the program through that institution in Nova Scotia or another appropriate institution recognized by the College for this purpose.

- (b) Equivalencies for formal relevant qualifications of a recurring nature, once established, shall be recommended to the two parties for inclusion in these guidelines.

Application

- .04 The guidelines in Section D shall only be used in determining the classification and starting salaries for external applicants to positions in the bargaining unit.

Section E: Classification Advisory and Appeals Committee

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

.01 Composition

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

.02 Terms of Reference

- (a) Review and recommend to the parties changes to the Guidelines For Determining Classification and Starting Salaries.
- (b) Review and adjudicate on complaints from Faculty Members regarding their classification and salary placement arising from an assessment of their qualifications and experience in accordance with Schedule 1, Sections B, C and D. A majority decision of CAAC 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 CAAC shall rotate between the two (2) Co-Chairs. The Chair shall be a voting member.

.03 Appeals Process

- (a) Within fourteen (14) days of receipt of a decision of a classification review by the College, a faculty member may submit in writing a request for an appeal of that decision to the Senior Human Resource person. Upon receipt of the appeal, the Senior Human Resource person shall forward the written request, along with all relevant documentation and information used in the original review, to the Co-Chairs of the CAAC.
- (b) Within fifteen (15) days of receipt of an appeal, CAAC 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 CAAC when that Faculty Member's complaint is being dealt with by CAAC.

- (c) CAAC shall review the appeal. Where possible, CAAC 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 CAAC 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 CAAC, or the decision of an arbitrator in accordance with *Article 11: Complaint, Grievance and Arbitration Procedure* shall be effective the date the appeal was received by the Senior Human Resource person.
- (f) The parties shall be responsible for the costs of their appointees.
- (g) An arbitrator appointed in accordance with .03(d) above and *Article 11: Complaint, Grievance and Arbitration Procedure* to hear a classification and salary placement grievance shall have jurisdiction to hear such grievance but shall be governed by Article 11 and limited in jurisdiction to the application of Schedule 1.

Section F: Equivalencies and Conversion Provisions

.01 Existing Equivalencies

Within thirty (30) days of the signing of this Agreement, the College shall notify the Union of all existing equivalencies for classification purposes.

.02 Future Equivalencies

Where the College determines that qualifications or credentials not currently specified in Section B are deemed equivalent for placement purposes on a Faculty Salary Scale, the following provisions shall apply:

- (a) The College shall consult with the Classification Advisory and Appeals Committee concerning the College's decision regarding any changes in application of the classification framework.
- (b) A Faculty Member's classification shall not be reduced as a result of a change in equivalencies approved by the College for classification purposes.
- (c) The College shall advise the Union and all Faculty Members of the equivalency, including the effective date for the change.
- (d) A Faculty Member may request a change in classification as a result of the equivalency and is responsible to provide all appropriate documentation in support of the request.

- (e) The following time frames shall apply to the effective date of reclassifications approved in accordance with a change in the application of the classification framework:
 - (i) Where a Faculty Member requests a change in classification level and provides complete documentation supporting the request within three (3) months of the date the equivalency came into effect, the reclassification shall be retroactive to the effective date of the equivalency.
 - (ii) Where a Faculty Member requests a change in classification level and does not provide complete documentation within three (3) months of the effective date of the equivalency, the effective date of the reclassification shall be the date documentation is received by the College.
- (f) Where the College approves a change in classification level in accordance with a newly established equivalency, the Faculty Member's classification shall change from the salary step on the current scale to the salary step on the higher scale that is closest to, but not less than, the salary prior to reclassification.

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 26.6.
- .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 40.4 and with .01 or .02 above, the amount of the Service Award shall be the equivalent of the applicable percentage of the annual rate of salary applicable to the Faculty Member according to the classification and experience on that last date of employment 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 40.4 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 40: 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 42: 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 42: 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
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

Days Worked*	26.5 Days	Days Worked*	46.5 Days	Days Worked*	51.5 Days
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
		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 (a) The College shall pay seven dollars and ten cents (\$7.10) per Faculty Member per month for the purchase of a Union Life and Accidental Death and Dismemberment Policy in the amount of thirty thousand dollars (\$30,000.00) for each Faculty Member employed in the Province of Nova Scotia who is a member of the Union.
- (b) The parties will negotiate a surplus deficit agreement for the NSTU Group Life Insurance. On the later of the first of the month following completion of the surplus deficit agreement or May 1, 2003 the College shall pay one hundred percent (100 %) of the premium for a Life Insurance and Accidental Death and Dismemberment Policy in the amount of fifty thousand dollars (\$50,000) for each faculty member.
- 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 remit to the Union the premiums referred to in 2.01, 2.02, and 2.03 of this section as near as possible to the first (1st) day of the month for which the premium is payable.
- 2.05 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.
- 2.06 The Union shall furnish the College with an annual audited financial statement of all receipts and disbursements with respect to the insurance coverages referred to in this section.

Section 3: NSTU Group Insurance Total Care Extended Benefits

Basic preventative Maintenance Program plus selected Major Restorative Services.

Benefit Description

- 3.01 The following services are provided at 80% of the lesser of the usual and customary charge of the dentist or the Current Dental Association Fee Schedule in effect in the subscriber's province of residence.
- (a) **Diagnostic:** clinical oral examinations (one recall exam every 12 months).
 - (b) **Preventative Services:** cleaning and polishing, fluoride treatments (once in 12 months), pit and fissure sealants, space maintainers, protective athletic appliances (one every 24 months for children up to age 16 - one per lifetime over age 16).
 - (c) **Restorative Services:** fillings, recementing inlays and crowns, removal of inlays and crowns, and cement restorations.
 - (d) **Endodontic Services:** diagnosis and treatment of the pulp (nerve) and tissue which supports the end of the root, root canal therapy and emergency procedures.
 - (e) **Periodontic Services:** diagnosis and treatment of disease which affects the supporting tissue of the teeth, such as the gums and bones surrounding the teeth.
 - (f) **Prosthodontic Services:** Removable: denture repairs, denture rebasing and relining (once in 24 months) and tissue conditioning.
 - (g) **Surgical Services:** extraction of teeth.
 - (h) **Adjunctive General Services:** emergency treatment of pain, local 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

Effective May 1, 2003, Ancillary Benefits of the NSTU Total Care Medical Plan will be amended as follows.

The following ancillary benefits are approved changes to the Total Care Policy, for the purposes of cost sharing:

- (a) Home Nursing Services limits will increase to \$10,000 in any 3 consecutive years;
- (b)
 - (i) Charges for frames and single lenses up to one hundred forty-five dollars (\$145.00), or up to one hundred sixty dollars (\$160.00) for frames and bifocal or trifocal lenses, once in any twelve (12) month period for dependents under the age of eighteen (18), commencing the date charges are incurred for each member of the contract. The allowance for frames will be made only if the lenses are changed. Prescription sunglasses are not covered.
 - (ii) Charges for frames and single lenses up to one hundred forty-five dollars (\$145.00), or up to one hundred sixty dollars (\$160.00) for frames and bifocal or trifocal lenses, once in any twenty-four (24) month period. The allowance for frames will be made only if the lenses are changed. Prescription sunglasses are not covered.
- (c) Medically necessary therapeutic equipment lifetime limit will increase to \$10,000.

Appendix 3: Health & Welfare Benefits - NSCC 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: Group Insurance

Subject to Letter of Understanding: Transfer of Former NSGEU Members to the NSTU Group Insurance Plans, Faculty Member participation in this Plan will be in effect only until Faculty Members covered by this provision are transferred to the NSTU Total Care-Medical and Total Care-Dental plans.

Section 3: 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: Advisory Committee for Diversity

.01 Composition

The College Advisory Committee for Diversity shall consist of:

- (a) 1 Vice President of the NSCC;
- (b) 1 Representative from the NSCC Committee of Principals;
- (c) 2 Faculty Members from the NSCC appointed by the NSTU;
- (d) 1 Human Resources Manager from the NSCC;
- (e) 1 Professional Support Staff from the NSCC appointed by the NSTU;
- (f) 2 Operational Support Staff from the NSCC;

- (g) 2 Student Representatives from the NSCC; and
- (h) Other resource persons agreed upon by the committee members; such resource persons shall be non-voting members of the Committee.

.02 Chair

The initial Chair shall be appointed by the College President for a two (2) year term following which the Chair will be elected by the members of the Committee on an annual basis.

.03 Terms of Reference

- (a) to monitor on an annual basis policies, practices, goals, and strategies with respect to educational and employment diversity;
- (b) to advise on consistency with equity principles;
- (c) to recommend measures that would facilitate achievement of College goals;
- (d) to recommend to the College strategies for improving performance in achieving employment and educational diversity;
- (e) to present an annual report to the President of the NSCC. A copy of the report shall also be forwarded to the President of the NSTU.

.04 Collective Agreements

In formulating recommendations, the Committee should be mindful of the provisions of Collective Agreements in place between the College and unions representing persons employed by the College.

Letter of Understanding #2: Interpretation of Campus

The parties agree that, for the purposes of *Article 27: Position Reductions, Lay-off, and Reinstatement*, campus means:

- (a) the sites headquartered in the former city of Halifax
- (b) the sites headquartered in Lawrencetown and Middleton
- (c) the sites headquartered in Shelburne
- (d) the sites headquartered in Yarmouth
- (e) the sites headquartered in Bridgewater
- (f) the sites headquartered in the former city of Dartmouth
- (g) the sites headquartered in Kentville
- (h) the sites headquartered in Port Hawkesbury

- (i) the sites headquartered in Stellarton
- (j) the sites headquartered in Sydney
- (k) the sites headquartered in Truro
- (l) 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 #3: Provincial Master Agreement

This letter is to confirm that the provisions of the Provincial Master Agreement covering benefits to those NSTU members currently covered shall be continued.

Letter of Understanding #4: Transfer of Former NSGEU Members to the NSTU Group Insurance Plans

The Parties agree to the following:

- (a) Effective 1 May 2003, or the later of the first of the month following completion of (b) and (c) below, members of the NSTU who currently receive benefit coverage under the College Medical and Dental plans will be transferred to the NSTU Total Care-Medical and Total Care-Dental plans.
- (b) The Parties will, before the date of the transfer, agree on procedures with respect to the transfer of lifetime and/or annual maximums under either plan.
- (c) The Parties will complete amendments to the Master Agreement and related schedules to reflect the College as the employer before the transfer of Faculty Members to the NSTU Total Care-Medical and Total Care – Dental plans. (Surplus/deficit agreement)
- (d) Faculty Members who are currently covered by the NSCC Life Insurance plan will be transferred to the NSTU Group Life and Accidental Death and Dismemberment plan on the date that the coverage identified in *Appendix 2: Health and Welfare Benefits – NSTU Plan*, Section 2, 2.01(b) increases to fifty thousand dollars (\$50,000,00).

Letter of Understanding #5: Classification Letter: Trades Faculty Members

26 February 2002

I am writing to confirm the College's intention to implement the changes in the application of the classifications of Trades Faculty Members outlined in the document "Classifications of Trades Faculty" dated 11 January 2002, effective on the signing date of the Second Faculty Collective Agreement.

The College commits to consult with the Classification and Advisory Appeals Committee (CAAC) with respect to any further changes in the application of the classification framework for Trades Faculty Members (including recognition of industry certifications) in accordance with the process outlined in Schedule 1, Section F: Equivalencies and Conversion Provisions.

Sheila Stanley
Director, Human Resource Services
Nova Scotia Community College

Letter of Understanding #6: Conversion Provisions – Faculty

The Nova Scotia Teachers Union and the Nova Scotia Community College agree that the conversion of classification and salary placement of existing Faculty hired prior to August 1, 1998 [as probationary or regular (permanent) Faculty Members or under a personal services contract] shall continue to be governed by *Schedule 1: Classification and Salary Plan*, Section F: Conversion of Classifications and Salary Placement for Current Faculty of the first Faculty Collective Agreement dated August 26, 1998 and subsequent amendments to Section F: Equivalencies and Conversion Provisions as agreed to by the parties in March, 1999.

Outline - Article 11: Complaint, Grievance, and Arbitration Procedure

Faculty Initiated

Stage	Time Frame	Action	Result	Total Days Passed*
Complaint	(a) within 21 days after circumstances giving rise to complaint occurred	discuss with immediate supervisor (Union 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
Grievance: Step 1	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
Grievance: Step 2	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
Arbitration	(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 time frames, the grievance is deemed abandoned. Except where the parties agree otherwise, if a respondent fails to respond within the prescribed time frames, 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 time frames have been waived or extended by the parties at any stage.*

College (Union) Initiated

Stage	Time Frame	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 time frames 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 27: Position Reductions, Lay-off, and Reinstatement

Step	Action	Result (s)
Step 1	Placement: Unfilled Position * same campus * same position category	* process ends; or * if no placement, proceed to Step 2
Step 2	Displacement: Least Seniority * same campus * same position category OR 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 OR If lay-off elected: * eligible for reinstatement (clause 27.9), and * eligible for severance (clause 27.8)
Step 3	Placement: Unfilled Position * College * same position category	If placed: * process ends * relocation expenses may apply If placement declined: * laid off * eligible for reinstatement * eligible for severance
Step 4	Placement: Unfilled Position * same campus * another position category: * from continuing full-time to * recurring full- or part-time, or * term full- or part-time * 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 27.9) * not eligible for severance unless subsequently laid off from new position
Step 5	Displacement: Less Seniority * same campus * another position category: * from continuing full-time to: * recurring full- or part-time * 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 27.1:

- (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 27: Position Reductions, Lay-off, and Reinstatement* shall apply.

Note: The information provided above is an outline only. The text in Article 27 takes precedence over the outline. All steps in the placement and displacement process outlined above are subject to the conditions of clause 27.2.

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