

# Operational Support Collective Agreement

1 April 2010 – 31 March 2012



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**FIFTH COLLECTIVE AGREEMENT**

**Between**

**Nova Scotia Community College**

**And**

**Nova Scotia Government and General Employees Union**

**Operational Support**

**Term of Agreement: 1 April 2010 - 31 March 2012**

**Date of Signing: October 26, 2011**



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## Preamble

Whereas the *Community Colleges Act* states that:

The Nova Scotia Community College is a post-secondary institution and is responsible for enhancing the economic and social well-being of the Province by meeting the occupational and training requirements of the population and the labour market of the Province and, without restricting the generality of the foregoing, the College may:

- (a) offer education and training and related services for full- and part-time students;
- (b) provide education and training and related services to governments, corporations and other bodies and persons consistent with the mandate of the College, on terms and conditions the College considers appropriate;
- (c) participate in joint programs with respect to education and training and related services developed and delivered in conjunction with other post-secondary institutions and educational bodies;

And

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

And

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

- (a) recognize a mutual obligation to provide the best quality service through the successful and continuous operation of the Nova Scotia Community College;
- (b) maintain harmonious relationships among the College, Union and Employees;
- (c) recognize the value of joint discussion and discussions relating to working conditions;
- (d) create an environment which values and respects all College Employees, students and clients;

therefore, the Parties agree as follows:

# Administration of Agreement

## Article 1: Definitions

In this Collective Agreement:

**Bargaining Unit** means all the Employees employed by the Nova Scotia Community College in this Collective Agreement.

**Casual Person** means any person hired to work fewer than forty percent (40%) of the working hours per week of the applicable normal work week as defined in *Article 21: Hours of Work* and/or not more than twelve (12) weeks.

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

**Daily rate of pay** means an Employee's bi-weekly rate of pay divided by ten (10).

**Employee** means a person who is included in this bargaining unit.

**Exchange** means an arrangement, approved by the College, whereby an Employee with regular status temporarily exchanges assignments with another Employee with regular status or another person employed by the College or a person employed by an external organization.

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

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

**Paid Holiday** means:

in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than four (4) hours of the shift falls on a day designated as a paid holiday in this Collective Agreement;

in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Collective Agreement.

**Secondment** means a temporary assignment to another organizational unit of the College or to an organization external to the College, where the Employee may be performing duties of a comparable or different nature to those of the Employee's position. A secondment to a bargaining unit position is subject to the provisions of *Article 15: Appointment and Termination of Employment* of this Collective Agreement.

**Spouse** means both same gender and opposite gender partners.

**Technological Change** means the introduction of equipment or materials by the College into its operations which is likely to affect the job security of Employees.

**Temporary Reassignment** means an assignment in the bargaining unit created by and for the College for a defined and specific purpose and for a specific period of time. Temporary reassignments are normally subject to the provisions of an expression of interest process.

**Union** means the Nova Scotia Government and General Employees Union.

**Vacation Year** is April 1 to March 31 inclusive.

## Article 2: Recognition

The College recognizes the Union as the exclusive bargaining agent for the Operational Support Bargaining Unit. The Operational Support Bargaining Unit comprises all of the probationary full- or part-time, regular full- or part-time, and term full- or part-time Employees employed by the Nova Scotia Community College in the Operational Support Classification and Salary Plan but excludes:

- (a) persons holding positions of Manager, Director, or any other positions 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. R.S., c.475, s.1.*;
- (b) persons employed on a casual basis;
- (c) persons on secondment - following prior consultation with the Union - from an organization external to the College;
- (d) students employed while enrolled in programs at the College, students employed during the summer months and students employed on cooperative education programs.

## Article 3: Application

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

## Article 4: Management Rights

### Management Rights

4.1 The management and direction of Employees and operations are vested exclusively in the College, and any matter arising out of this shall not be the subject of collective bargaining. All the functions, rights, power, and authority which the College has not specifically abridged, deleted, or modified by this Collective Agreement are recognized by the Union as being retained by the College.

### Consistent Application

4.2 The College agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Collective Agreement.

### Delegation of Authority

4.3 The College reserves the right to delegate any authority provided under this Collective Agreement.

## Article 5: Joint Responsibilities

### No Lockout or Strike

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

- (a) Lockout includes the closing of a place of employment, a suspension of work, or a refusal by the College to continue to employ a number of its Employees done to compel the Employees, or to aid another employer to compel persons employed by it, to agree to terms or conditions of employment.

- (b) Strike includes a cessation of work, a refusal to work or to continue to work by Employees - in combination or in concert or in 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 in compelling their employer to agree to terms or conditions of employment.

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

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

#### **Shut-Down Services**

- 5.3 The College, the Union, and Employees recognize that in the event of a legal strike or lockout as defined in the **Trade Union Act**, the parties will plan for and implement an orderly shut-down of services to protect and ensure against harm to individuals and other living organisms on College premises or damage to College property, equipment, or materials.

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

#### **Future Legislation**

- 6.1 In the event that any law passed by the Legislature of the Province of Nova Scotia applying to the Employees covered by this Collective Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

#### **Legislation Prevails**

- 6.2 In the event that any provision of this Collective Agreement conflicts with any provisions of the **Community Colleges Act** or any other enactment, the provision of the **Community Colleges Act** or other enactment shall prevail.

## **Article 7: No Discrimination or Harassment**

#### **No Discrimination**

- 7.1 Neither the College nor any person acting on behalf of the College shall refuse to employ or discontinue employment of any Employee, or otherwise discriminate against any Employee in regard to employment or any term or condition of employment, because the Employee is or was a member of the Union or is or was exercising any right under this Collective Agreement or the **Trade Union Act, R.S., c.475, s.1.**
- 7.2 Neither the College nor the Union nor any person acting on behalf of either party shall seek - by intimidation, by threat of dismissal or any other kind of threat, by the imposition of a pecuniary or other penalty, or by any other means - to compel an Employee to refrain from exercising any right under this Collective Agreement or the **Trade Union Act, R.S., c.475, s.1.**
- 7.3 Neither the College nor the Union nor any person acting on behalf of either party shall discriminate against any Employee as specified under the **Nova Scotia Human Rights Act.**

#### **Policy and Procedures**

- 7.4 The College, the Union and Employees shall support a working and learning environment that is respectful and free of harassment (including personal harassment), and discrimination. Accordingly:
  - (a) The College shall establish and maintain a policy or policies and procedures to support a respectful working and learning environment.



- (b) The procedures shall state the process for handling complaints and investigations and a mechanism for review of any policies and procedures which invites Employee participation.
- (c) The College shall be responsible for communicating policies supporting a respectful working and learning environment to its Employees and the Union and for informing Employees and the Union of any change(s) to the policy or policies and procedures.

### **Investigation and Discipline**

7.5 Should an Employee be the complainant or respondent in an investigation, the Employee shall have the right to have a Union representative present at any meetings involving the Employee. At the conclusion of an investigation, an Employee shall have the right to grieve any disciplinary action imposed by the College in accordance with *Article 13: Complaint, Grievance and Arbitration Procedure*.

## **Article 8: Provision of Bulletin Board Space**

### **Bulletin Boards**

8.1 The College will designate bulletin board space - at each location or elsewhere, where appropriate - for the posting of Union notices pertaining to elections, appointments and meeting dates, news items, social and recreational affairs.

### **Distribution of Union Literature**

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

## **Article 9: Information**

### **Copies of Agreement**

9.1 The College shall provide an electronic copy of the Operational Support Collective Agreement on ourNSCC, the College website for all staff.

- (a) The College shall provide the link to the electronic copy of the Collective Agreement to each new Employee upon commencement of employment.
- (b) The College shall provide a reasonable number of copies of this Collective Agreement to the Union.
- (c) The College shall provide a hard copy of this Collective Agreement to any Employee who so requests prior to the printing of the Agreement.

### **Letter of Appointment**

9.2 In accordance with clause 15.1 (b), an Employee, upon appointment, shall be provided with a letter stating that Employee's classification, salary, and employment status. A copy of the letter of appointment will be sent to the Union.

### **College to Acquaint New Employees**

9.3 At the time of appointment, the College agrees to acquaint new Employees with the fact that this Collective Agreement is in effect including the conditions of employment set out in the articles concerning union dues and stewards.

## **Position Descriptions**

9.4 The following provisions shall apply to providing and revising position descriptions:

- (a) Copies of all position descriptions for newly created positions shall be provided to the Union at the time the College advises the Union of the interim classification for the new position in accordance with clause 18.1.
- (b) The College shall, upon written request by an Employee or the Union, provide an official position description outlining the duties and responsibilities assigned to that Employee's position. The College shall provide the position description within a reasonable period of time, normally within twenty (20) working days of receipt of the request.
- (c) The College will endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals.

## **Bargaining Unit Information**

- 9.5
- (a) The College agrees to provide the Union such information relating to Employees in the bargaining unit that, in the opinion of the College, may be required by the Union for collective bargaining purposes.
  - (b) The College shall advise the Union of the appointment, cancellation of appointment, or termination of employment of any Employee.
  - (c) The College shall provide to the Union the reason for the hiring of a term appointment.

# **Article 10: College - Union Committee**

## **Composition**

10.1 A College-Union Committee shall be established consisting of up to four (4) representatives from the Union and up to four (4) representatives from the College.

## **Mandate**

10.2 The mandate of the Committee is to:

- (a) facilitate communications between the College and Union;
- (b) identify and resolve common problems;
- (c) discuss issues related to expected redundancies, impending lay-off and notices of lay-off, relocations, re-organizations, technological change, or proposed contracting out of work. The College shall provide the Committee with as much notice as reasonably possible of such expected redundancies, impending lay-off, notices of lay-off, relocations, re-organizations, technological changes or proposed contracting out of work after a change appears probable, with a view to minimizing the adverse effects of any decision to lay-off on Employee(s);
- (d) develop viable solutions to identified problems; and
- (e) recommend the proposed solutions to problems or issues to the College.

The Committee shall not have jurisdiction over salaries or any matter of collective bargaining. The Committee may make recommendations to the College and the Union with respect to its discussions and conclusions but cannot bind either the College or the Union or its members to any decision or conclusions reached.

### **Meetings**

10.3 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. 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**

10.4 Employees on the College-Union Committee may be released from duty without loss of pay for the purpose of attending meetings of this committee. Such leave of absence shall not be unreasonably withheld recognizing, however, the need for efficiency of operations of the College. Where meetings are held outside scheduled working hours for the Employee, no overtime will be paid. However, Employees shall be entitled to take time off in lieu at straight time for the time spent outside scheduled working hours at a time mutually agreed upon between the College and the Employee. The College shall reimburse the Union for fifty percent (50%) of the travel, meal, and accommodation costs incurred for the Employee representatives. Such reimbursement shall be in accordance with the rates set out in College policy.

### **Minutes**

10.5 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 11: Union Deductions**

### **Deductions**

11.1 Provisions for Union deductions are as follows:

- (a) The College will, as a condition of employment, deduct an amount equal to the amount of the membership dues from the bi-weekly pay of all Employees in the bargaining unit.
- (b) The College will deduct such other amounts as may, from time to time, be agreed upon by the College and the Union.

### **Notification of Deduction**

11.2 The Union shall inform the College in writing of the authorized deduction(s) to be deducted from Employees in accordance with clause 11.1.

### **Religious Exclusions**

11.3 Deductions for membership dues shall not apply to any Employee who, for religious reasons, cannot pay union dues. In such cases, the College shall deduct an amount equivalent to the Union dues and forward this amount to a registered charitable cause, as determined by the Employee.

### **Remittance of Union Dues**

11.4 The amounts deducted in accordance with clause 11.1 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on that Employee's behalf.

### **Liability**

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

## Article 12: Stewards

### Recognition

12.1 The College acknowledges the right of the Union to appoint Employees as stewards.

### Number of Stewards and Notification

12.2 Provisions for appointment of stewards shall be as follows:

- (a) The Union may appoint one steward for each location. However, where there are more than twenty (20) Employees at each location, the Union may appoint a maximum of one (1) steward for each twenty (20) Employees. For the purposes of this article, the Shelburne Campus shall be considered a separate location.
- (b) The Union agrees to provide the College with a list of the Employees designated as stewards for each location.

### Servicing of Grievances

12.3 It is understood that Employees representing the Union have their regular work to perform on behalf of the College. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Employees will not leave their jobs without giving an explanation for leaving and obtaining the Manager's permission. Permission will not be unreasonably withheld. The steward shall report back to the Manager before resuming the normal duties of the steward's position in the College.

## Article 13: Complaint Grievance, and Arbitration Procedure

### Parameters

13.1 The College, the Union, and Employees recognize the desirability of prompt resolution of complaints and grievances through an orderly process without stoppage of work or refusal to perform work. The process comprises three sequential stages: complaint, grievance, and arbitration. Except as provided in this article, the complaint stage is a prerequisite for proceeding to the grievance stage, and the grievance stage is a prerequisite to proceeding to the arbitration stage.

### Complaint Stage

13.2 For the purpose of reaching a solution through an informal process, an Employee who feels unjustly treated by any action or lack of action by the College - including matters that meet the definition of a grievance in clause 13.3 (b) - shall first discuss that complaint with the Employee's Manager. This shall be done not later than thirty-five (35) calendar days after the circumstances giving rise to the complaint have occurred or of the date the matter has come to the attention of the Employee. The Employee may have a Union representative present if so desired by the Employee. The Manager's response to the complaint shall be given not later than fourteen (14) calendar days after the discussion with the Employee.

### Grievance Stage

13.3 (a) The following may initiate a grievance:

- (i) an Employee on the Employee's own behalf or on behalf of the Employee and one or more other Employees (in the latter case, the other Employees shall affix their signatures to the written grievance);
- (ii) the Union;
- (iii) the College;

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

- (b) **Definition of Grievance**  
A grievance is defined as a complaint in writing that has not been satisfactorily resolved during the complaint process. A grievance shall include a written description clearly stating the nature of the grievance and, where applicable, 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 at any step providing its substance is not changed. 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.
- (c) **Withdrawal of Grievance**  
A grievor may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the respondent. The respondent to an Employee or Union grievance is the College. The respondent to a College grievance is the Union.
- (d) **Grievance Deemed Abandoned or Processed to Next Step**  
If a grievor fails to initiate or process a grievance within the prescribed time limits, rights to the Complaint, Grievance and Arbitration Procedure shall be deemed to be abandoned. If the respondent fails to reply to a grievance within the prescribed time limits, the grievor may process the grievance to the next step.
- (e) **Extension to Time Limits**  
Either party may request an extension of the time limits, providing such extension is requested prior to the expiry of the time allowed. Approval of an extension, if requested, shall not be unreasonably withheld.

**Grievance: Employee-Initiated**

13.4 (a) **Step 1**

- (i) If an Employee wishes to grieve a matter not resolved satisfactorily at the complaint stage, the Employee shall submit the grievance and the redress requested to the College within twenty-one (21) calendar days of the date the Employee was notified, orally or in writing, of the Manager's response to the complaint. An Employee shall not be entitled to present a grievance unless the Employee has the approval in writing of the Union or is represented by the Union. When a grievance is heard at any level, the Employee(s) shall be accompanied by the Union.
- (ii) The College shall arrange to meet with the Employee within the next fourteen (14) calendar days - at a time which is agreeable to both the College and the Union - and shall issue a decision in writing to the Employee and to the Union within fourteen (14) calendar days of said meeting.
- (iii) Notwithstanding clause 13.4 (a) (ii), a meeting between the College and the Employee may be waived by mutual agreement of the College and the Union. Where a meeting is waived, the time frame for proceeding to next step in the grievance shall be within fourteen (14) calendar days of the date waived.

(b) **Step 2**

- (i) If the grievance is not resolved satisfactorily at Step 1, the Employee shall submit the grievance and the redress requested to the College within twenty-one (21) calendar days of the receipt of the decision at Step 1.
- (ii) The College shall arrange to meet with the Employee within the next fourteen (14) calendar days - at a time which is agreeable to both the College and the Union - and shall issue a decision in writing to the Employee and to the Union within fourteen (14) calendar days of said meeting.

- (iii) Notwithstanding clause 13.4 (b) (ii), a meeting between the College and the Employee may be waived by mutual agreement of the College and the Union. Where such meeting is waived, the matter may be referred to arbitration not later than twenty-eight (28) calendar days after the date waived.

(c) **Suspension or Termination**

In accordance with clause 31.4, grievances concerning suspension or termination shall be initiated at Step 2 of the grievance procedure within fourteen (14) calendar days of the date that the Employee receives notice of the suspension or termination or within twenty-eight (28) calendar days of the date of suspension or termination, whichever is later.

**Grievance: Union-Initiated**

13.5 (a) The Union shall have the right to file a policy 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. A policy grievance is one that raises issues of an interpretive nature which may have future ramifications on the bargaining unit or on the interpretation of an article or articles of this Collective Agreement. Such grievance shall not normally be filed unless it affects more than one Employee.

(b) **Process**

The Union shall, within forty-two (42) calendar days of knowledge of the facts which give rise to the alleged grievance, submit the grievance in writing to the College. The College shall arrange to meet with the Union within the next twenty-one (21) calendar days, at a time which is agreeable to both parties. Within twenty-one (21) calendar days of this meeting, the College shall forward a written decision to the Union.

**Grievance: College-Initiated**

13.6 (a) The College shall have the right to file a grievance based upon a difference with the Union concerning the interpretation, application, administration or alleged contravention of this Collective Agreement.

(b) **Process**

The College shall, within forty-two (42) calendar days of knowledge of the facts which give rise to the alleged grievance, submit the grievance in writing to the Union, who shall arrange to meet with the College within the next twenty-one (21) calendar days, at a time which is agreeable to both the College and the Union. Within twenty-one (21) calendar days of this meeting, the Union shall forward a written decision to the College.

**Arbitration Process**

13.7 (a) **Matters Arbitrable**

Only the Union or the College may initiate the Arbitration Process. Only those matters set forth below may be submitted to arbitration:

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

(b) **Notice**

Either of the parties may, within twenty-eight (28) calendar days after exhausting the grievance procedure, notify the other party, in writing, of its desire to submit the matter to consensual arbitration.

(c) **Single Arbitrator**

Unless otherwise agreed by the Union and the College, arbitration of Employee-Initiated grievances shall be by a single arbitrator, and the provisions noted in clauses 13.7 (c) (i) through 13.7 (c) (iii) inclusive shall apply:

- (i) The parties shall attempt to reach agreement on the selection of a single arbitrator within fourteen (14) calendar days of the receipt of the notice.
  - (ii) Where the parties have failed to reach agreement on the selection of a single arbitrator within fourteen (14) calendar days, the selection of an arbitrator, at the request of either party, shall be made by the Minister of Labour for Nova Scotia in accordance with Subsection (2) of Section 42, of the **Trade Union Act**. R.S. c.475 s.1.
  - (iii) The single arbitrator shall be considered to be an Arbitration Board for the purpose of clause 13.7 (e).
- (d) **Arbitration Board**  
 Unless otherwise agreed by the Union and the College, arbitration of College- or Union-initiated grievances shall be by a three (3) person Arbitration Board, and the notice referred to in clause 13.7 (b) shall contain the first party's appointee to the Arbitration Board. The following procedure shall then apply:
- (i) The party who receives the notice shall, within twenty-one (21) calendar days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
  - (ii) The two (2) members of the Arbitration Board named by the parties shall, within fourteen (14) calendar days of the appointment of the second of them, appoint to the Arbitration Board a third member who shall be the Chairperson thereof.
  - (iii) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless mutually agreed and the absent member has been given reasonable notice of sitting.
- (e) **Arbitration Proceedings**  
 Where a matter is submitted to arbitration, the Arbitration Board shall commence hearings within thirty-five (35) calendar days of the matter being submitted to the 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.
- (i) The Arbitration Board shall hear the grievance, determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any Employee or Employees affected by it.
  - (ii) 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.
  - (iii) The Arbitration Board shall submit a report on the findings and the decision of the Board to the parties within twenty-eight (28) calendar days following the completion of the hearing.
  - (iv) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
  - (v) 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.
  - (vi) 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.

- (vii) 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.
  - (viii) Where the Arbitration Board determines that an Employee 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 Board deems just and reasonable under the circumstances.
- (f) **Arbitration Expenses**  
The expenses incurred by and in respect of a Single Arbitrator that are not otherwise covered by the Department of Labour shall be shared equally between the College and the Union.
- (i) The expenses incurred by and in respect of a three (3) person Arbitration Board that are not otherwise covered by the Department of Labour shall be paid as follows:
    - (1) 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.
    - (2) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
    - (3) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
    - (4) The parties to the arbitration shall each pay an equal portion of remuneration and expenses of the Chairperson and other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

## STAFFING

### Article 14: Workplace Diversity

#### Purpose

14.1 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-Canadians, aboriginal peoples, other racially visible persons, persons with disabilities, and women.

#### Designated Competitions to Encourage Diverse Applicants

- 14.2 (a) Notwithstanding *Article 15: Appointment and Termination of Employment*, during each fiscal year (April 1- March 31) the College may designate competitions for vacant positions in the bargaining unit for members of diverse groups identified in clause 14.1 (b).
- (b) The designated competitions shall only apply to newly created positions or positions that are not currently occupied by an Employee with term status.
  - (c) The College shall advise the Union prior to posting a designated competition.



# Article 15: Appointment and Termination of Employment

## Appointments

### 15.1 (a) **Selection Criteria**

Selection criteria for positions shall be established in a manner that enables the College to provide consistently high quality programs and services to its clients. All appointments shall therefore be based upon the College's assessment of the following criteria:

- (i) relevant skills and knowledge;
  - (ii) relevant occupational experience and employment;
  - (iii) relevant education and qualifications; and
  - (iv) where applicable, other bona fide relevant operational requirements.
- (iv) The College shall advise the Union at the time of posting when the College includes other relevant operational requirements in the selection criteria in accordance with clause 15.1 (a) (iv). When requested in writing by the Union, the College shall provide the reason(s) in writing for the inclusion of these operational requirements.

### (b) **Appointment Letter**

Upon appointment, an Employee shall be provided with a letter stating that Employee's classification, salary, and employment status. A copy of the letter of appointment will be sent to the Union.

### (c) **Vacancies to be Posted**

Where a position in the bargaining unit is vacant and the vacancy is to be filled, the College shall post the vacancy. Such postings shall include the job title and classification of the position.

### (d) **Preference in Filling Vacancies**

#### (i) *Employees on Reinstatement List*

- (1) The College will post all vacancies in College Careers and on the College web site.
- (2) Where an Employee whose name is on the Reinstatement List applies for a posted vacancy and is qualified for the vacancy through the application of the criteria specified in clause 15.1 (a), the College shall appoint the Employee to the position.
- (3) Where two or more Employees whose names are on the Reinstatement List apply for and are qualified for a posted vacancy, the College shall appoint the Employee with the greatest seniority.

#### (ii) *Other Applicants*

Where the application of clause 15.1 (d) (i) 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 15.1 (a)), preference in filling that vacancy shall be given in the following order:

- (1) to Employees with regular status;
- (2) to Employees with probationary status;

- (3) to Employees with term status;
- (4) to members of diverse groups identified in clause 14.1 (b)
- (5) to other persons employed by the College;
- (6) to other qualified persons.

### **Relatively Equal Merit**

- 15.2 (a) 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 15.1 (a), are within eight percent (8%) of each other. No applicant will have advanced standing or points prior to the interview.
- (b) Where the applicants ranked highest to fill a vacancy in the bargaining unit who are of relatively equal merit are in the same preference grouping in accordance with clauses 15.1 (d) (ii) (1) through 15.1 (d) (ii) (6) inclusive, the successful candidate shall be the person with the most service with the College.

### **Termination of Employment**

- 15.3 (a) ***Employees with Probationary or Term Status***  
The College may terminate the employment of a probationary full- or part-time Employee who has not met the appropriateness, competency, and suitability criteria for eligibility for regular status by the end of the probationary period.
- (b) ***Notice***  
The College may, at any time, terminate the employment of a probationary full- or part-time Employee or term full- or part-time Employee by giving notice, or pay in lieu of notice, in accordance with the following time frames:
- (i) during the first twelve (12) months from the date of appointment: two (2) weeks;
  - (ii) following twelve (12) months from the date of appointment: four (4) weeks.
- The College shall provide, in writing, reasons for the termination to the Employee.
- (iii) The initial letter of appointment to a term full- or part-time position shall include the anticipated end date of the appointment. No further notice of termination of employment is required.
- (c) ***Any Employee***  
The College may terminate, at any time, the employment of any Employee for just and sufficient cause. The College shall provide, in writing, reasons for the termination to the Employee and the Union.
- (d) ***Notice of Resignation***  
An Employee who resigns shall provide written notice to the College in accordance with the following:
- (i) during the first twelve (12) months following the Employee's appointment: two (2) weeks;
  - (ii) following twelve (12) months from the date of appointment: four (4) weeks or less, as mutually agreed upon by both parties.

- (iii) Notwithstanding clauses 15.3 (d) (i) and 15.3 (d) (ii), an Employee may withdraw a notice of resignation within three (3) working days of the notice being given, and the notice so withdrawn shall be deemed never to have taken place.
- (e) **Failure to Provide Notice of Resignation**  
An Employee who fails to provide written notice in accordance with clause 15.3 (d) shall have deducted, from moneys owed the Employee by the College, a sum equivalent to the salary payable to the Employee for the period of notice which the Employee has failed to work.
- (f) **Absence without Approval**  
An Employee who is absent from employment for ten (10) consecutive days without approval from the College:
  - (i) shall be deemed to have resigned the Employee's position effective the first day of absence;
  - (ii) may be reinstated if the Employee establishes to the satisfaction of the College that the absence arose from a cause beyond the Employee's control, and it was not possible for the Employee to notify the College of the reason for the absence.

## Article 16: Position Categories

### 16.1 Bargaining Unit Positions

Appointments to positions within the bargaining unit shall be categorized according to the duration of the position (continuing, recurring, or term) and by the duration of the work assignment required each week (full-time or part-time) as follows:

Hours Worked Weekly	Duration of Position		
	52 wk/yr	<52 wk/yr	≤ 24 months
100% normal work week	Continuing, Full-time	Recurring, Full-time	Term Full-Time
≥ 40% normal work week but < 100%	Continuing, Part-time	Recurring, Part-Time	Term Part-Time

- (a) **Continuing Full-Time Position** means a position in which the duties are of a continuing nature and in which the incumbent is required to work full-time.
- (b) **Continuing Part-Time Position** means a position in which the duties are of a continuing nature and in which the incumbent is required to work less than full-time but not fewer than forty percent (40%) of the working hours for the categories as specified in clauses 21.1 (a) or 21.1 (b) each twelve (12) month period.
- (c) **Recurring Full-Time Position** means a position in which the duties are of a recurring nature and in which the incumbent is required to work full-time for fewer than fifty-two (52) weeks each year.
- (d) **Recurring Part-Time Position** means a position in which the duties are of a recurring nature and in which the incumbent is required to work less than full-time but not fewer than forty percent (40%) of the working hours for the categories as specified in clauses 21.1 (a) or 21.1 (b) for less than fifty-two (52) weeks each year.
- (e) **Term Full-Time Position** means a position in which the duties are performed during a defined period and in which the incumbent is required to work full-time for a period of more than twelve (12) consecutive weeks and not more than twenty-four (24) months, except as provided in *Letter of Understanding #1: Positions Funded Externally*.

- (f) **Term Part-Time Position** means a position in which the duties are performed during a defined period and in which the incumbent is required to work less than full-time but not fewer than forty percent (40%) of the working hours per week for the categories specified in clauses 21.1 (a) or 21.1 (b) for more than twelve (12) consecutive weeks and not more than twenty-four (24) months, except as provided in *Letter of Understanding #1: Positions Funded Externally*.

## 16.2 **Appointments Not Covered**

Notwithstanding clause 16.1 (e) and (f) where, in exceptional circumstances, an Employee with regular status requests and the College approves a temporary absence from the Employee's bargaining unit position to another opportunity in the bargaining unit for a period longer than provided in clause 16.1 (e) and (f), the time limitations of term appointments shall not apply to the Employee appointed to backfill for the Employee who is temporarily absent.

# Article 17: Status of Employee

## Probationary Status

### 17.1 (a) **Purpose of Probationary Period**

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

### (b) **Length of Probationary Period**

(i) Except as otherwise provided for in this article or the status exceptions in clauses 17.4 (a), 17.4 (b), or 17.4 (c), an Employee appointed to a continuing full- or part-time position shall be on probation for a period of twelve (12) months. The College may confer regular status after the Employee has served in a continuing full- or part-time position for six (6) months.

(ii) Except as otherwise provided for in this article or the status exceptions in clauses 17.4 (a), 17.4 (b), or 17.4 (c), an Employee appointed to a recurring full- or part-time position shall be on probation for a cumulative period of twelve (12) months of service. The College may confer regular status after the Employee has served in a recurring full- or part-time position for six (6) months.

(iii) Notwithstanding clauses 17.1 (b) (i) and 17.1 (b) (ii), where a term Employee with twelve (12) months or more of continuous service is appointed to a continuing full- or part-time or recurring full- or part-time position with the same classification, position category and position title at the same location without a break in service, six (6) months of the term service shall count toward completion of the probationary period.

(iv) Notwithstanding clauses 17.1 (b) (i) and 17.1 (b) (ii), 17.1 (b) (iii), where *Letter of Understanding #1: Positions Funded Externally* applies and a term Employee with thirty (30) months or more of continuous service is appointed to a continuing full-or part-time position with the same classification, position category and position title at the same location without a break in service, the probationary period will be considered served.

### (c) **Periods Not Included**

The probationary period shall not include:

- (i) any periods not worked (other than paid holidays or vacation);
- (ii) employment in a position not covered by clause 16.1.

(d) **Extensions to Probationary Period**

- (i) For any cumulative period of twenty (20) working days or more not included, per clause 17.1 (c), in the probationary period, the length of time required to complete the probationary period may be extended by the number of working days in excess of twenty (20). Where such extension is to be provided, the College shall notify the Employee one (1) month prior to the expiration of the probationary period stating the reasons for the extension. Such extension shall not exceed six (6) months.
- (ii) Where, through the application of the processes pertaining to Building Employee Success, the College determines that an Employee has met some, but not all, of the appropriateness, competency, and suitability criteria for regular status, the College may grant an extension to the Employee's probationary period for a specific period of time, not to exceed six (6) months.

(e) **Performance Review**

The College shall review the performance of each probationary full or part-time employee in accordance with *Article 28: Performance Review – Building Employee Success*.

**Regular Status**

17.2 (a) **Requirements for Regular Status**

The College shall grant regular status to a probationary full- or part-time Employee who:

- (i) has completed the probationary period; and
- (ii) has met the appropriateness, competency, and suitability criteria for eligibility for regular status.

(b) **Status Retained Upon Re-Appointment**

A regular full- or part-time Employee shall retain regular status, and the College shall not require a regular full- or part-time Employee to serve a trial period when appointed to a different continuing full- or part-time position with the same classification and position title without a break in employment.

**Position Category and Status of Employee**

17.3 Appointments to continuing full- or part-time, recurring full- or part-time and term full- or part-time positions in the bargaining unit shall be categorized by the status of the Employee (probationary, regular, or term) as follows:

Work Assignment	Status		
	Probationary	Regular	Term
Full-Time	Probationary Full-Time Employee	Regular Full-Time Employee	Term Full-Time Employee
Part-Time	Probationary Part-Time Employee	Regular Part-Time Employee	Term Part-Time Employee

- (a) **Probationary Full-Time Employee** means an Employee appointed to a continuing or recurring full-time position who has not yet successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).
- (b) **Probationary Part-Time Employee** means an Employee appointed to a continuing or recurring part-time position who has not yet successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).

- (c) **Regular Full-Time Employee** means an Employee appointed to a continuing or recurring full-time position who has successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).
- (d) **Regular Part-Time Employee** means an Employee appointed to a continuing or recurring part-time position who has successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).
- (e) **Term Full-Time Employee** means an Employee appointed to a term full-time position.
- (f) **Term Part-Time Employee** means an Employee appointed to a term part-time position.

### Status Exceptions

- 17.4 (a) **Temporary Replacement**  
 Notwithstanding clause 17.3, a person hired to replace an incumbent Employee who has temporarily vacated a position for not more than twenty-four (24) months, or who has assumed a less than full-time assignment in accordance with *Article 19: Reduced Assignment and Job Sharing*, shall be a term full- or part-time Employee or a person employed on a casual basis, in accordance with the duration of the appointment and the number of working hours. See also *Letter of Understanding #1: Positions Funded Externally*.
- (b) **Employee on Reinstatement List**  
 Notwithstanding clause 17.3, where a regular full- or part-time Employee on the Reinstatement List in accordance with clause 30.11 (a) is appointed to a continuing full- or part-time or recurring full- or part-time position, the status of that Employee shall be regular full- or part-time except as provided in clause 17.4 (a) when the status of the Employee for that position shall be term full- or part-time or casual. The rights of the Employee while on the Reinstatement List, however, shall be those applicable to an Employee with regular status. Benefits for the Employee while occupying a position as a term full- or part-time Employee, however, shall be in accordance with that of a regular full- or part-time Employee according to the duration of work required each week.
- (c) **Trial Period**  
 The College shall require:
- (i) any regular full- or part-time Employee who resigns and is subsequently appointed to a continuing full- or part-time or recurring full- or part-time position within twelve (12) months of resignation;
  - (ii) any regular full- or part-time Employee appointed to a continuing full- or part-time or recurring full- or part-time position in a classification different from that of the position for which the Employee was conferred regular status;  
  
 to successfully complete a trial period of six (6) months and meet the appropriateness, competency and suitability criteria for regular status prior to the College again conferring regular status to that Employee. During the trial period, the position previously held by the Employee, if filled by the College, shall be filled on a term basis.
  - (iii) A regular full-time or part-time Employee who is not successful in completing a trial period in accordance with clause 17.4 (c) (ii), or who informs the College in writing that the Employee no longer wishes to continue in the position, shall revert to the position, classification, and salary level held prior to commencing the trial period and shall not suffer loss of service and seniority. Where this occurs, any regular full- or part-time Employee who is filling the position vacated by an Employee serving a trial period shall be returned to the position and salary held immediately prior to the secondment without loss of service and seniority.

(d) **Regular Employees in Term Positions**

Where an Employee with regular status is appointed to a term position in the bargaining unit, the Employee shall retain their regular status in the position vacated and continue to accrue service and seniority for the length of the term position and will return to their original position at the end of the term position.

(e) **Regular Employees in Temporary Appointments**

Where an Employee with regular status has accepted an appointment to a special project outside the bargaining unit or is on an approved leave of absence from the bargaining unit, the Employee shall retain the rights and privileges of regular status with respect to the position temporarily vacated for a period of up to twenty-four (24) consecutive months, or up to thirty-six (36) months where *Letter of Understanding #1: Positions Funded Externally* applies.

## **Article 18: Classification and Reclassification**

### **Classification of New Positions**

18.1 The College shall review and assign an interim classification for newly created positions in accordance with the classification framework used by the College. The College shall advise the Union of the classification at or before the time of posting.

### **Evaluation Committee**

18.2 An Evaluation Committee comprised of three (3) representatives of the College, and two (2) representatives of the Union shall confirm or revise the interim classification determined by the College for all new positions and evaluate requests to reclassify existing positions whose duties changed. One of the representatives of the College shall chair the Committee.

### **Quarterly Meetings**

18.3 The Evaluation Committee shall meet quarterly, where required.

### **Request for Reclassification**

18.4 Should an Employee wish to have that Employee's position reclassified, the Employee shall forward a memo to the Employee's Manager requesting the reclassification and summarizing how the position has changed from the current position description. The Manager shall forward the request together with a copy of an updated position questionnaire (job fact sheet) approved by the College to the Chair of the Evaluation Committee.

### **Effective Date of Reclassification or Change in Interim Classification**

18.5 (a) The effective date for any reclassification shall not be earlier than the date of implementation of the reclassification.

(b) Notwithstanding 18.5 (a), where the Evaluation Committee revises an interim classification for a new position, the effective date for the new classification shall be the date of the affected Employee's appointment to the position.

### **Rate of Pay Upon Reclassification**

18.6 Where a position is reclassified, the rate of pay for affected Employees shall be in accordance with clause 20.7.

### **Notification of Decision**

18.7 The College shall notify the Employee and the Union in writing of the results of the evaluation within ten (10) working days following the Evaluation Committee's decision.

## **Appeal Procedures**

### 18.8 (a) **Referral to Adjudication**

Where an Employee or (in the case of a new position) the Union believes the decision of the Evaluation Committee is incorrect, the matter may be referred to a single adjudicator.

### (b) **Selection of Adjudicator**

The College and the Union shall agree on the names of compensation specialists willing to serve as adjudicators. An alphabetic list shall be compiled of all those named and the adjudicators shall be rotated sequentially.

### (c) **Parameters for Adjudication**

The adjudicator shall decide the issue of the proper classification for the position based upon the existing classification system.

- (i) The adjudicator shall provide a decision, in writing, to the College and the Union within thirty (30) days of the referral.
- (ii) The decision of the adjudicator shall be final and binding on all parties, and grievance rights shall not apply in respect of a decision of the adjudicator.
- (iii) The adjudicator shall not:
  - (1) alter any position descriptions and/or any classification standards determined by the College;
  - (2) entertain an appeal based solely on the grounds of the inadequacy of pay rates negotiated for the classification assigned to the position occupied by the appellant Employee;
  - (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position since the position was last considered by the adjudicator.
- (d) The College and the Union shall share equally in the costs associated with the services of the adjudicator.

## **Article 19: Reduced Assignment and Job Sharing**

### **Reduced Assignment**

19.1 The College, the Union and Employees agree to adopt arrangements for reduced assignment for Employees in accordance with the provisions outlined in clauses 19.1 (a) to 19.1 (d) and 19.3.

#### (a) **Duration**

A regular full-time Employee may request in writing and, with the approval of the College, assume a less than full-time assignment for a period, agreed upon between the College and the Employee, of up to twenty-four (24) months. This time period may be extended by mutual agreement of the College, the Union and the Employee requesting the reduction.

#### (b) **Bargaining Unit Membership Retained**

Except as otherwise provided herein, an Employee whose assignment has been reduced shall continue to be a member of the bargaining unit and covered by this collective agreement.



(c) **Revert to Full-Time Position**

At the end of the period of reduced hours, the Employee for whom the reduction was approved shall resume the full-time hours of the position.

(d) **Pro-rated Provisions**

(i) Salary and benefits for the Employee whose position is reduced shall be in accordance with clause 20.5 during the period of the reduced assignment.

(ii) Notwithstanding 19.1 (d) (i), College and Employee contributions to the Long-Term Disability (LTD) Plan and any benefit for which an Employee may be eligible under the LTD Plan during or after the approved period of the reduced assignment shall be determined in accordance with the provisions of the LTD Plan.

**Job Sharing**

19.2 The College, the Union and Employees agree to adopt arrangements for job sharing for Employees in accordance with the provisions outlined in clauses 19.2 and 19.3.

(a) **Bargaining Unit Membership Retained**

Job sharing will only be approved when requested by existing Employees with regular status, and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Collective Agreement.

(b) **Participants Covered by Collective Agreement**

Except as otherwise provided herein, Employees participating in job sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.

(c) **Approval Subject to Operational Requirements**

Job sharing arrangements will only be authorized where operational requirements permit, and the provision of services is not adversely affected.

(d) **Eligibility**

Both Employees in a job sharing arrangement must be Employees with regular status, one of whom is the incumbent of the position to be job shared. Both Employees must share the same job classification/title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job shared.

(e) **Application Required**

An Employee wishing to job share the Employee's position has the responsibility of finding an eligible Employee willing to enter into the job sharing arrangement. The two Employees requesting approval to implement a job sharing arrangement will submit the appropriate application form to the Manager of the position to be job shared.

(f) **Duration**

A position will be job shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum period must be mutually acceptable to the College, the Union and both Employees. At the end of the job sharing period, each Employee will resume the full-time position held prior to entering into the job sharing arrangement.

(g) **Each Employee to Work One-Half Work Schedule**

Each of the two Employees in a job sharing arrangement will be required to fulfill one-half of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the College and the Union.

- (h) **Service**  
Employees will be credited with one-half (½) month's service each calendar month of the job sharing arrangement and not be subject to the provisions of clause 29.1 (a) (iii) of the Collective Agreement. An Employee's anniversary and/or service date for the purposes of earning a merit increment, increment in vacation entitlement, etc. will remain unchanged as if the Employee were working on a full-time basis.
- (i) **Hours of Work and Work Week**  
For the purposes of the Collective Agreement, an Employee's regular work day or regular work week will be the Employee's scheduled hours of work under the job sharing arrangement. A day on which an Employee is not scheduled to work will be considered as the Employee's rest day. Time worked by an Employee outside the Employee's scheduled hours of work will be compensated as overtime in accordance with *Article 22: Overtime, Acting Pay, and Shift Premiums* of the Collective Agreement, with the Employee's bi-weekly rate being determined in the same manner as if the Employee were working the normal full-time hours.
- (j) **Pro-rated Provisions**  
The following benefits will be pro-rated during a job sharing arrangement:
- (i) **Holidays**  
Each Employee will be entitled to one-half (½) the paid holidays provided for under *Article 35: Paid Holidays* of the Collective Agreement.
- (ii) **General Illness**  
Each Employee will be entitled to one-half (½) of the entitlement provided for in accordance with *Article 36: Sick Leave* and *Letter of Understanding #3: Joint Benefits Committee*. Unless otherwise agreed by the parties in accordance with *Letter of Understanding #3*, such entitlement shall be up to a maximum of the equivalent of nine (9) days at the appropriate full-time salary level.
- (iii) **Short Term Illness**  
Each Employee will be entitled to one-half (½) of the entitlement provided for under *Article 36: Sick Leave* and *Letter of Understanding #3: Joint Benefits Committee*. Unless otherwise agreed by the parties in accordance with *Letter of Understanding #3*, such entitlement shall be up to a maximum of the equivalent of fifty (50) days at the appropriate full-time salary level.
- (iv) **Long Term Disability**  
During the job sharing period, College and Employee contributions to the LTD Fund will continue to be based upon the Employee's normal full-time salary. For the purposes of determining an Employee's benefits during the job sharing period, the amount of coverage will be based upon the normal salary the Employee is entitled to receive during the job sharing period. Upon the expiry date of the job sharing period, as specified in the Employee's approved application, the amount of coverage will be based upon the normal full-time salary the Employee would be entitled to receive in the position held prior to entering the job sharing arrangement.
- (v) **Other Paid Leaves**  
Each Employee will be entitled to one-half (½) the entitlement provided for in the Collective Agreement.
- (vi) **Group Life Assurance**  
Unless otherwise agreed by the parties in accordance with *Letter of Understanding #3: Joint Benefits Committee* cost sharing of premiums and benefit entitlement will be based on one-half (½) the Employee's normal full-time salary.

- (vii) *Monthly Allowances/Premiums*  
Each Employee will be entitled to one half (½) the entitlement provided for in the Collective Agreement.
- (viii) *Pension and Pensionable Service*  
In accordance with *Article 41: Pension and Service Award* of the Collective Agreement, Employees shall continue to be covered by the provisions of the *Public Service Superannuation Act*. During the job sharing period, an Employee's pensionable service will be in accordance with service credits accumulated in accordance with clause 19.2 (h) and the Employee's pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.
- (k) ***Revert to Full-Time Position***  
In the event one of the participating Employees vacates the job-shared position (e.g. through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job sharing arrangement will terminate and the remaining Employee will revert to working full-time in the full-time position occupied prior to the job sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the College and the Union.
- (l) ***Notice to Terminate or Extend Job Sharing***
  - (i) If either participating Employee or the College wishes to terminate the job sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days' written notice shall be required.
  - (ii) If the two Employees wish to extend their job sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in clause 19.2 (f), they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job sharing arrangement.
- (m) ***Replacement Covered by Collective Agreement***  
An Employee hired to fill any position temporarily vacated as a result of job sharing will be covered by the Collective Agreement.

### **Cost to College**

19.3 The parties agree that, except for the cost of benefits provided in this article and/or the Collective Agreement, there will be no added cost to the College directly resulting from any job sharing or reduced assignment arrangement.

## **WORKING CONDITIONS**

### **Article 20: Method of Payment**

#### **Pay Day**

20.1 Pay day shall normally occur once every two-week period.

#### **Rates of Pay**

20.2 The rates of pay shall be in accordance with *Schedule 1: Operational Support Classification and Salary Plan*, less any authorized deductions. The rates of pay for the period covered by the term of this Collective Agreement shall be as follows:

- (a) Effective April 1, 2010, the rates in effect on March 31, 2010 shall be increased by one percent (1%). See *Schedule 1: Operational Support Classification and Salary Plan*, Sections 1.1 (a), 1.2 (a), 1.3 (a), 1.4 (a), 1.5 (a).

- (b) Effective April 1, 2011, the rates in effect on March 31, 2011 shall be increased by one percent (1%). See *Schedule 1: Operational Support Classification and Salary Plan*, Sections 1.1 (b), 1.2 (b), 1.3 (b), 1.4 (b), 1.5 (b).

#### **Rate of Pay Upon Appointment**

20.3 Upon appointment to a position in the bargaining unit, including a subsequent appointment to a different position in accordance with *Article 15: Appointment and Termination of Employment*, the College shall compensate an Employee on the salary band for the position's classification at a step commensurate with the Employee's education and experience, as determined by the College.

#### **Exceptions to Rate of Pay Upon Appointment**

20.4 Notwithstanding clause 20.3, the following exceptions shall apply:

- (a) The rate of compensation of an Employee upon appointment to a position may be at a rate higher than that prescribed in clause 20.3 if, in the opinion of the College, such higher rate is necessary to effect the appointment of a qualified person to the position.
- (b) Where an Employee is assigned to a position with a lower salary range in accordance with clause 30.6 (h), the compensation for the Employee shall be in accordance with that clause.
- (c) Where an Employee is assigned to a position with a higher salary range in accordance with clause 30.6 (i), the compensation for the Employee shall be in accordance with that clause.

#### **Rate of Pay for Job Sharing and Reduced Assignment**

20.5 Where an Employee is job sharing or working a reduced assignment in accordance with *Article 19: Reduced Assignment and Job Sharing*, the College shall base the Employee's salary and benefits on a pro-rated amount agreed upon by the College and the Employee in advance of commencing the arrangement.

#### **Anniversary Date**

- 20.6
- (a) The anniversary date of an Employee shall be the first day of the month in which employment occurs if the Employee reported for duty during the first five (5) working days of the month in which the Employee was employed, or the first day of the following month if the Employee reported for duty later than the fifth working day of the month.
  - (b) The anniversary date will only change to the first day of another month if:
    - (i) the Employee is subsequently appointed to a different position; or
    - (ii) the position occupied by the Employee is reclassified, at which time the date of the reclassification becomes the new anniversary date; or
    - (iii) the Employee has been on leave of absence without pay, in which case the Employee's anniversary date will be moved forward by the amount of time which the Employee was on leave without pay, unless otherwise provided in this Collective Agreement.

### **Rate of Pay upon Reclassification**

20.7 Where a position is reclassified, the following provisions shall apply to the affected Employee(s):

(a) ***Re-Classification on Higher Salary Band***

- (i) Where an Employee is eligible for consideration for an increment on or within six (6) months of the effective date of the reclassification, first apply the increment (provided an Employee is recommended for an increment and there are steps available on the current pay scale). Where this occurs an Employee will be next eligible for consideration of an increment twelve (12) months beyond the effective date for the reclassification; or
- (ii) Where an Employee is not eligible for consideration for an increment on or within six (6) months of the effective date of the reclassification but there are step(s) available on the current pay scale, maintain the current anniversary date unchanged following the effective date of the reclassification; or
- (iii) Where an Employee is at the top of the salary scale and therefore not eligible for an increment, assign a new anniversary date following the reclassification twelve (12) months after the date of reclassification; and
- (iv) Determine the Employee's salary placement on the new salary scale at the next highest salary step to the salary earned prior to the reclassification.

(b) ***Re-Classification on Lower Salary Band***

Where a position is reclassified on a lower salary band, the classification for the position shall change to the lower classification level. Notwithstanding this, an Employee shall remain on the current salary band as a present incumbent only. However, all future appointments to the position shall be on the new salary band.

### **Salary Increments**

20.8 Effective the anniversary date of the Employee, the College shall grant:

- (a) an increment for meritorious service, provided the Employee has received a satisfactory performance review on or within sixty (60) days of the anniversary date; or,
- (b) an increment where more than sixty (60) days has expired from the anniversary date of the Employee and a performance review has not been completed. However, such granting of an increment shall not be interpreted as an indication of satisfactory performance.

### **Withheld Increments**

20.9 When an increase provided for in clause 20.8 (a) is withheld as the result of an unsatisfactory performance evaluation:

- (a) the reason for withholding the increment shall be given to the Employee in writing by the College; and
- (b) the increase may be granted effective any subsequent first day of any month after the anniversary date upon which the increase was withheld.

### **Implementation of Negotiated Increases**

20.10 Increases negotiated in this Collective Agreement shall be implemented on a step-for-step basis; for example, an Employee in the third step of any pay range shall be placed in the third step of the corresponding new pay range.

### **Retroactivity**

20.11 Employees who left employment in the bargaining unit between April 1, 2010 and the signing of this Collective Agreement shall be entitled to full retroactivity of the economic increases referred to in clause 20.2. The College shall advise such Employees by giving written notice sent by mail to the Employee's last known address that the period in which the former Employee may claim the retroactive payment is sixty (60) calendar days from the date of notification.

## **Article 21: Hours of Work**

### **Regular Hours of Work**

#### **Full-Time Hours**

21.1 Provisions for full-time hours of work, exclusive of meal breaks are as follows:

- (a) The normal work week shall be thirty-five (35) hours per week, except as provided in clause 21.1 (b) below.
- (b) The normal work week for Employees in the General Services classifications, where applicable, shall be thirty-seven and one-half (37½) hours per week.

#### **Bi-Weekly Hours**

21.2 When, because of the operational requirements, hours of work are scheduled for Employees on a rotating or irregular basis, they shall be scheduled so that, on a bi-weekly basis:

- (a) Employees to whom clause 21.1(a) applies work an average of seventy (70) hours, exclusive of meal breaks.
- (b) Employees in the General Services classification to whom clause 21.1 (b) applies work an average of seventy-five (75) hours, exclusive of meal breaks.

#### **Work Schedule/Shift Changeover**

21.3 The College shall not normally schedule Employees to commence work within sixteen (16) hours of completion of the last hours worked and shall avoid excessive fluctuations in hours of work.

#### **No Guarantee of Hours**

21.4 An Employee's scheduled hours of work shall not be construed as guaranteeing the Employee minimum or maximum hours of work.

#### **Notification of Work Schedules/Shifts**

21.5 The College agrees to notify Employees in writing of work schedules/shifts at least two (2) weeks in advance and not to change the schedules except with the consent of the Employee(s), or in the event of an emergency or as provided in clause 21.6.

#### **Exchange of Scheduled Hours/Shifts**

21.6 Provided sufficient advance notice is given and with approval of the College, Employees may exchange scheduled hours/shifts if there is no increase in cost to the College.

#### **Consecutive Days Worked**

21.7 The College will endeavour, where possible, to provide that no Employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude work schedules/shifts acceptable to both the College and the Employee(s), in variance to the foregoing.

**Weekends Off**

- 21.8 (a) The College shall endeavour to provide each Employee one (1) weekend in three (3) and will ensure one (1) weekend in four (4).
- (b) Notwithstanding clause 21.8 (a), the College may establish a new position which includes all or part of a weekend as normal day(s) of work. After an Employee has worked in such a position for two (2) years, the College shall ensure that such Employee is scheduled off a minimum of six (6) weekends a year.

**Rotation of Work Schedules/Shifts**

- 21.9 (a) Before approving the continuous assignment of one Employee to an evening or night schedule/shift in accordance with clause 21.9 (b), the College shall first conduct an Expression of Interest process to determine if there are other affected employees who would like to be assigned the evening or night schedule/shift on a continuous basis. Where more than one Employee requests such assignment, the College shall rotate the evening or night schedule/shift equitably among the Employees.

**Work Day Not Split**

- 21.10 No scheduled work day/shift shall be split for a period longer than the regularly scheduled meal period.

**Meal Breaks**

- 21.11 Meal breaks shall not be less than thirty (30) minutes in a workday/shift for Employees whose work schedules are provided for in clauses 21.1 and 21.2.

**Rest Periods**

- 21.12 The College shall provide two (2) rest periods of fifteen (15) minutes each on each work day for Employees working full-time hours in accordance with clause 21.1.

**Wash-Up Time**

- 21.13 Where there is a clear-cut need, the College shall permit wash-up time to a maximum of fifteen (15) minutes immediately before the end of a scheduled work day/shift.

**New Scheduled Hours/Shifts**

- 21.14 The College agrees that, before new work schedules/shifts are introduced, the change will be discussed with the Employee(s) who will be affected.

**Variance in Hours**

- 21.15 The College may vary the scheduled hours and workdays of work in a position, the duties and nature of which require varied hours and days of work.

**Alternative Work Schedules****Flexible Working Hours**

- 21.16 The College shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule, if the College is satisfied that an adequate number of Employees in a unit have requested and wish to participate in such a schedule. The total hours worked bi-weekly shall be in accordance with clause 21.2.

**Compressed Work Week**

- 21.17 Where Employees in a unit have indicated a desire to work a compressed work week, the College may authorize a compressed work week schedule, providing operational requirements permit and the provision of services is not adversely affected. The averaging period for a compressed work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.

### Return to Regular Times of Work

21.18 In the event that flexible scheduled working hours or a compressed work week in accordance with clauses 21.16 and 21.17:

- (a) does not result in the provision of a satisfactory service; or
- (b) incurs an increase in cost to the College; or
- (c) is operationally impractical for other reasons;

the College may require a return to regular times of work, in which case the Employees shall be provided with sixty (60) calendar days' advance notice of such requirement.

### Conversion of Hours

21.19 Except as otherwise provided in this Collective Agreement, the following paid leave benefits shall be converted to hours on the basis of one day's benefit being equivalent to one-tenth (1/10th) of the regular bi-weekly hours for the Employee's classification:

- (a) calculation of service in accordance with *Article 29: Service and Seniority*
- (b) annual vacation entitlement
- (c) vacation carryover
- (d) paid holidays in accordance with *Article 35: Paid Holidays*
- (e) bereavement leave
- (f) leave for birth of child
- (g) leave for family illness
- (h) leave for emergency
- (i) sick leave
- (j) acting pay qualifying period
- (k) rest periods.

## Article 22: Overtime, Acting Pay, and Shift Premiums

### Definitions

22.1 In this article and *Article 35: Paid Holidays*:

- (a) **overtime** means work, authorized by the College, in excess of an Employee's regular work day or regular work week.
- (b) **time and one-half** means one and one-half (1½) times the straight time rate calculated by the appropriate formula below:

- (i) Employees to whom clause 21.1 (a) applies:

$$\frac{\text{Bi-weekly Rate}}{70} \times 1.5$$

- (ii) Employees to whom clause 21.1 (b) applies:

$$\frac{\text{Bi-weekly Rate}}{75} \times 1.5$$



(c) **double time** means two (2) times the straight time rate calculated by the appropriate formula below:

(i) Employees to whom clause 21.1 (a) applies:

$$\frac{\text{Bi-weekly Rate} \times 2}{70}$$

(ii) Employees to whom clause 21.1 (b) applies:

$$\frac{\text{Bi-weekly Rate} \times 2}{75}$$

### **Application of Overtime to Full-Time Employees**

#### 22.2 (a) **Allocation and Notice of Overtime**

Subject to operational requirements, the College shall make every reasonable effort:

(i) to allocate overtime work on a fair and equitable basis among readily available and qualified Employees; and

(ii) to give Employees who are required to work overtime adequate advance notice of this requirement.

#### (b) **Union Consultation**

The Union is entitled to consult the College whenever it is alleged that Employees are required to work unreasonable amounts of overtime.

#### (c) **Overtime Compensation**

Subject to clause 22.2 (d), an Employee is entitled to time and one-half (1½T) compensation for each hour of overtime worked by the Employee.

#### (d) **Overtime Eligibility**

An Employee must work at least twenty (20) minutes beyond the Employee's normal shift before being eligible for overtime compensation.

#### (e) **Overtime Meal Allowance**

(i) An Employee who is required to work a minimum of three (3) hours' overtime following scheduled hours of work (and where it is not practical for the Employee to enjoy the Employee's usual meal time before commencing such work), shall be granted reasonable time with pay, as determined by the College, in order that the Employee may take a meal break either at or adjacent to the place of work. Under such conditions the Employee shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where a free meal is provided.

(ii) Where an Employee continues to work beyond three (3) hours' overtime, a further such meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.

(iii) An Employee who is called back to work under the provisions of clause 23.4 shall be provided with a meal break and allowance (or meal), in accordance with clause 22.2 (e) (i) above, after the first four (4) hours worked and upon completion of every six (6) hours thereafter.

#### (f) **Advance Notice of Overtime Requirements**

An Employee who is required to work overtime which does not immediately follow the Employee's regular shift shall be given not less than four (4) hours' prior notice. If such notice is not given, the provisions of clause 23.4 shall apply. A meal period shall not be considered as breaking the continuity of such overtime.

- (g) **Overtime on First Day of Rest**  
An Employee who is required to work overtime on the Employee's first scheduled day of rest shall be paid at the overtime rate as provided in clause 22.2 (c).
- (h) **Overtime on Second Day of Rest**  
An Employee who is required to work overtime on the Employee's second or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive calendar days of rest.
- (i) **Computation of Overtime**  
In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (½) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.
- (j) **Compensation for Performing Other Duties**  
When an Employee is required to work overtime and during the overtime hours performs duties other than the duties of the Employee's regular position, the Employee will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime, but in no case shall the Employee be paid at a rate lower than the Employee's applicable rate of pay.
- (k) **Form of Compensation**  
Compensation for overtime shall be paid except where, upon request of the Employee and with the approval of the College, overtime may be granted in the form of time off in lieu of overtime hours worked.
- (l) **Time Off in Lieu of Overtime**  
Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.
- (m) **No Lay-off to Compensate for Overtime**  
An Employee shall not be subject to lay-off by the College during regularly scheduled hours of work, established in accordance with clause 21.5, in order to equalize any overtime worked.

### **Application of Overtime to Part-Time Employees**

22.3 The College shall compensate, at the overtime rate, regular part-time, probationary part-time and term part-time Employees:

- (a) when they work in excess of the applicable normal full-time weekly hours specified in clauses 21.1 (a) or 21.1 (b), except where the applicable hours of work are on a bi-weekly basis, in which case overtime will be paid when the Employee works in excess of the normal full-time bi-weekly hours;
- (b) who are scheduled for a shift of seven (7) or more hours for time worked beyond the scheduled hours;
- (c) who are scheduled to work a shorter period than the full-time shift after they have worked the equivalent of a full shift;
- (d) who work days in excess of the normal work days in the work week. Where the Employees are normally scheduled to work less than the normal days per week of Employees working full-time in the work unit, straight time rates will be paid up to and including the normal work days in the work week of those working full-time.

### **Shift Premium**

22.4 Effective the signing of this Collective Agreement, an Employee shall receive a shift premium of four dollars and fifty cents (\$4.50) per shift for all complete shifts worked, including overtime shifts worked, on shifts in which half or more of the hours are regularly scheduled between 6:00 p.m. and 6:00 a.m.

### **Acting Pay**

22.5 Provisions for acting pay shall be as follows:

- (a) Where an Employee is designated to perform the principal duties of a higher position for a temporary period of two (2) or more consecutive days, the Employee shall receive payment of acting pay, including the two (2) days, equivalent to ten percent (10%) higher than the Employee's existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) An Employee performing the principal duties of a higher paying position shall continue to be entitled to all the provisions of this Collective Agreement including, but not limited to, call-back and overtime. Confirmation of the call-back and overtime premium or salary amounts in addition to the normal bi-weekly payment must be authorized by a manager prior to pay payment.
- (c) Notwithstanding clauses 22.5 (a) and (b), where the principal duties of the higher paying position include being available to respond to situations outside scheduled working hours, standby premiums shall not normally apply.
- (d) Acting pay shall not be paid to an Employee where the Employee's current position normally requires periodic substitution in the higher position, as defined by the position description, title, and salary range.
- (e) Acting pay provisions shall not apply in series classifications of positions.
- (f) Acting pay provisions do not preclude the right of the College to assign duties of any Employee among remaining Employees of the work unit where temporary absences occur.

## **Article 23: Standby and Callback**

### **Standby Compensation**

23.1 Employees who are required by the College to standby shall receive standby pay in the amount of fourteen dollars (\$14.00) for each standby period of eight (8) hours or less. For clarity, standby pay shall apply where an Employee is assigned to carry a cell phone or other electronic messaging device for a standby period of eight (8) hours or less.

### **Employee Availability**

23.2 An Employee designated for standby duty shall be available during the Employee's period of standby duty at a known telephone number and be able to report for duty as quickly as possible if called.

### **Failure to Report**

23.3 No compensation shall be granted for the total period of standby if the Employee is unable to report for duty when required.

### **Callback Compensation**

- 23.4 (a) An Employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate for the hours worked, whichever is greater. The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours for any Employee who is called back.
- (b) For greater clarity, an Employee designated to carry a cell phone or electronic device during a standby period who answers a business call is eligible for callback compensation as per clause 23.4 (a) above.

### **Transportation Allowance**

- 23.5 Effective the signing of this Collective Agreement, an Employee called back shall be reimbursed for transportation to and from the place of work in accordance with clause 25.1.

## **Article 24: Clothing Allowance**

### **Uniforms**

- 24.1
- (a) Where the College requires an Employee to wear a specified uniform or safety equipment, the College shall provide the uniform(s) or equipment. Uniforms may be worn traveling to and from work.
- (b) Where a uniform is provided in accordance with clause 24.1 (a), the Employee shall be responsible for the care and cleaning of the uniform.

### **Protective Clothing**

- 24.2 Where conditions of employment are such that an Employee's clothing may be unreasonably soiled or where the Employee's clothing may be damaged, the College shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

## **Article 25: Reimbursement for Travel Expenses**

### **Mileage Allowance**

- 25.1 (a) An Employee who is authorized to use a privately owned automobile on the College's business shall be paid a mileage allowance in accordance with the rates approved by the College, as amended periodically.
- (b) Notwithstanding clause 25.1 (a), where the College changes the mileage rates, the Union shall be consulted. Any change in rates shall not result in lower rates than were in effect on the date of signing of this Collective Agreement.

### **Other Expenses**

- 25.2 Reasonable expenses incurred by Employees on College business may be reimbursed by the College, subject to the College's approval.

### **Travel: Midnight to 6:00 a.m.**

- 25.3 An Employee who is required to travel reasonable distances to and from work between the hours of 12:00 midnight and 6:00 a.m. shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of six dollars (\$6.00).

## Article 26: Professional Development

### Continual Professional Development

- 26.1 (a) The College, the Union, and Employees recognize the primary responsibility to the College. The continual professional development of each Employee is critical to the ongoing effectiveness of both the Employee and the College. The College, the Union, and Employees are committed to facilitating such development while minimizing disruptions to the operational support services of the College. Where possible, professional development activities shall be scheduled to minimize such disruptions.
- (b) While the primary responsibility for maintaining one's competence rests with the individual Employee, responsibility for professional development generally is shared between the Employee and the College. Professional development activities are designed to achieve specified learning outcomes and can include formal courses and programs, workshops and seminars, secondments, leaves of absence, and self-directed learning and experiential learning opportunities.

### Voluntary Activities

- 26.2 Where the participation of an Employee in a voluntary professional development activity 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 days:
- (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 activity by the College and the Employee;
- (d) the degree to which the activity supports established College priorities; and
- (e) the incremental cost of participating in the development activity.

### Courses, Conferences, and Workshops

- 26.3 The College shall reimburse up to three-hundred fifty dollars (\$350) per Employee per academic year towards the cost of training courses, conferences, and/or workshops where:
- (a) the College has given written approval in advance of the commencement of the training;
- (b) the training is related to the Employee's employment with the College; and
- (c) the Employee provides a copy of the receipt and official documentation verifying successful completion of the training.

### Mandatory Activities

- 26.4 (a) Where an Employee's successful completion of a professional development activity - including orientation - is a mandatory requirement of the College, the College shall pay any tuition costs associated with the participation of the Employee in the activity. The Employee shall not suffer loss of pay or health and welfare benefits provided in accordance with *Article 42: Health and Welfare Benefits* when participating in the required activity.
- (b) Where the mandatory professional development activities referred to in clause 26.4 (a) take place at a location other than the Employee's normal place of work, the College shall provide the Employee with, or approve and reimburse the Employee for expenses incurred by the Employee for, the following:

- (i) **Travel:** Where the Employee is authorized to use that Employee's personal vehicle, reimbursement for one return trip between the Employee's normal place of work and the location where the professional development activity takes place, at the current metrage rate approved by the College.
- (ii) **Meals:** Where the Employee is authorized to arrange for that Employee's meals, reimbursement at the current meal allowance rates approved by the College.
- (iii) **Accommodation:** Where the professional development activity:
  - (1) spans more than one (1) consecutive day; and
  - (2) the activity takes place at a location more than thirty (30) kilometers from the Employee's normal place of work;

the College shall reimburse the Employee for either the cost of accommodation or metrage (whichever is lesser) for travel/accommodation costs in addition to the cost of the return trip in accordance with College policy.

### **Professional Development Leave**

26.5 The College may authorize Professional Development Leave for a regular full- or part-time Employee with at least five (5) years service. The following conditions shall apply:

- (a) The purpose of the leave shall be for College-approved professional, technical, academic or other activities where such leaves support College priorities.
- (b)
  - (i) The College shall annually provide a Professional Development Leave Allocation, in the amount of fifty thousand dollars (\$50,000) to be utilized between August 15 in that year and August 14 in the year following.
  - (ii) Any surplus funds from the allocation shall be carried forward.
  - (iii) Notwithstanding clause 26.5(b)(ii), the total amount surplus funds so carried forward shall not exceed a maximum of fifty thousand dollars (\$50,000).
- (c) A suitable replacement, as determined by the College, for the Employee can be obtained.
- (d) The leave shall normally be for a period of from one (1) to twelve (12) months.
- (e) The Employee, upon completion of the professional development leave, shall return to the College for a period at least equivalent to the period of Leave. An Employee who does not return to work for the College for this minimum period shall repay the College the salary received from the College while on professional development leave, and reimburse the College for all the College's costs for all health and welfare benefits provided in accordance with *Article 42: Health and Welfare Benefits* to the Employee during the professional development leave.
- (f) The salary paid to the Employee shall normally be one hundred percent (100%) of the Employee's normal salary. Where the Employee is in receipt of payment or compensation from other sources, the College's payment shall be reduced so that the total payment or compensation to the Employee from all sources during the period does not exceed the amount of the Employee's normal salary.
- (g) All other costs associated with the Professional Development Leave such as transportation, living, tuition, and related costs shall be the responsibility of the Employee.
- (h) Applications shall be submitted by February 1 in any year and shall be assessed according to the following selection criteria:

- (i) a detailed statement of the nature of the proposed leave;
  - (ii) learning objectives to be achieved by the Employee and their consistency with priorities in accordance with clause 26.5 (a);
  - (iii) the relationship of these learning objectives to established College priorities;
  - (iv) the relative benefit to be derived from the activity by the College and the Employee;
  - (v) relevance of proposed outcomes to the work the Employee is responsible for or is likely to be responsible for in the College;
  - (vi) the completeness of the submission including any necessary arrangements.
- (i) At the end of a Professional Development Leave, the Employee shall provide a written report on the outcomes of the leave, including the objectives and perceived benefits noted in clause 26.5 (h) above.
  - (j) The College may, on its own initiative, propose plans for professional development leave to any Employee; however, an Employee shall not be under any obligation to accept such a proposal.

**Tuition**

26.6 The College shall, in each academic year, provide a bursary for each dependent daughter and son or spouse of probationary and regular Employees 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 or spouses of Employees shall not exceed five thousand dollars (\$5,000) in any academic year. Where the number of eligible applicants exceeds five thousand dollars (\$5,000) 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.

**Other Temporary Absences for Professional Enrichment**

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

*Purposes*

26.8 To provide Employees:

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

*Eligibility*

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

## **Exchange and Secondment Provisions**

### *Application*

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

### *Limitations*

26.11 Participation in these Plans shall be scheduled in a manner that minimizes disruptions to the operational requirements of the College.

### *Approval*

- 26.12
- (a) Approval to participate in, or to extend the duration of participation in, these Plans is at the discretion of the College.
  - (b) The College shall strive to notify an Employee of its decision at least four (4) months in advance of the proposed exchange or secondment.
  - (c) On each occasion where an exchange or secondment is approved, the Union shall be notified.

### *Duration*

- 26.13
- (a) The duration of an exchange or secondment to a position shall normally be up to twelve (12) months. Such exchange or secondment may continue beyond a twelve (12) month period; however, re-application is required pursuant to clause 26.10. Such exchange or secondment shall not normally continue beyond twenty-four (24) consecutive months except as provide in *Letter of Understanding #1: Positions Funded Externally*
  - (b) Notwithstanding clause 26.13 (a), where an exchange involves two (2) Employees, the exchange may become continuing subject to the agreement of the two (2) Employees and the approval of the College.

### *Status of Employee*

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

### *Salary and Benefits While On Exchange or Secondment*

- 26.15
- (a) While on exchange or secondment, an Employee shall continue to be paid that Employee's regular salary. An Employee shall also continue to be subject to normal taxation, pension and benefit contributions and will retain rights and privileges as an Employee.
  - (b) Notwithstanding clause 26.15(a), an Employee shall receive the salary of the seconded position if that salary is an amount greater than the salary prior to secondment and if the College is reimbursed for that amount by the host organization.

### *Conditions*

- 26.16
- (a) An Employee on exchange or secondment shall become acquainted with and abide by the operational and professional expectations of the host organization or organizational unit. An Employee shall assume the working conditions of the exchange or secondment position, unless otherwise mutually agreed. Such working conditions shall include, but are not limited to, earning and taking vacation in accordance with the position assumed while an Employee is on exchange or secondment.
  - (b) All travel and living accommodation arrangements and costs are solely the responsibility of an Employee, unless otherwise mutually agreed.



### *Collective Agreement Provisions*

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

### *Seniority and Service*

26.18 An Employee shall accumulate seniority and service for the period of an exchange or secondment.

### *Return to Regular Assignment*

26.19 Upon completion of an exchange or secondment, an Employee shall be reinstated to the continuing or recurring position held immediately prior to assuming the exchange or secondment or to a comparable position at the same location. If the position held by an Employee immediately prior to assuming the exchange or secondment no longer exists, an Employee shall be subject to the provisions of *Article 30: Job Security*.

### **Temporary Reassignments**

26.20 Consistent with the purposes outlined in clause 26.8, where the College determines that an assignment would best be completed by an existing Employee, the College may make a temporary reassignment opportunity available to all full-time Employees with regular status through an expression of interest process.

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

26.22 Selection of an Employee to participate in the temporary reassignment shall be in accordance with the selection criteria specified in the invitation to express interest and operational requirements. For greater certainty, due to operational requirements, an Employee's temporary reassignment is subject to approval of the Employee's manager.

26.23 Where it is necessary to backfill a position vacated by an Employee who has been temporarily reassigned, the vacancy shall be filled in accordance with the *Article 15: Appointment and Termination of Employment*.

26.24 A temporary reassignment shall not extend beyond a twenty-four (24) month period except as provided in *Letter of Understanding #1: Positions Funded Externally*.

26.25 Upon completion of a temporary assignment, an Employee shall be reinstated to the continuing or recurring position held immediately prior to the taking the temporary assignment or to a comparable position at the same location. If the position held immediately prior to the temporary assignment, no longer exists or a comparable position is not available, an Employee shall be subject to the provisions of *Article 30: Job Security*.

## **Article 27: Official Employment File**

### **Access to File**

27.1 The College shall keep an Official Employment File of every Employee in its employ. The Official Employment File shall be available to the Employee for viewing during regular business hours. The File shall also be available to the Employee's Union representative upon presentation of a letter signed by the Employee and authorizing the Union representative to view the File.

### **Confidentiality**

- 27.2 (a) The College and the Union further agree that the contents of an Employee's Official Employment File shall be treated with the strictest confidence. Access to the Official Employment File of an Employee shall be restricted to the Employee, line management, personnel in human resource services of the College and, when authorized, the Employee's Union representative.
- (b) Access to Employee health information shall be restricted to the Human Resource person(s) designated by the College to review this information and, where applicable, to a nurse or physician responsible for administering occupational health information. Health information shall be stored in a sealed envelope in the Official Employment File.

### **Evidence from File**

- 27.3 The College agrees not to introduce as evidence in any proceeding involving an Employee any document from the Official Employment File of an Employee the contents of which the Employee was not aware at the time of filing.

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

- 27.4 Before any comment, note, or other report concerning the performance or conduct of an Employee is entered in an Employee's Official Employment File, the Employee shall be given an opportunity to:
- (a) review such document and to attach comments related to the comment, note or report; and
- (b) enter any comment, note, or report in that Employee's Official Employment File, whether written by the Employee or by a person in a supervisory position.

### **Records Deemed Removed**

- 27.5 Any record of a disciplinary action entered in the Official Employment File of an Employee in accordance with *Article 31: Discipline* shall be removed from the File after the record of the disciplinary action has been on the File for three (3) years provided that no further disciplinary action has been recorded during this time. Otherwise, the record of the disciplinary action shall be deemed to have been removed from the Official Employment File of that Employee after the material has been on the File for three (3) years.

### **Property of College**

- 27.6 Upon termination of employment, the Employee's Official Employment File shall remain the property of the College; however, copies of documents contained in the File may be released only with the written consent of the Employee, or as provided for in clause 27.2 (a).

## **Article 28: Performance Review – Building Employee Success**

- 28.1 The College shall maintain a Performance Review Policy that reflects a professional growth model to support Operational Support Employees in achieving personal and occupational success in their roles at the College.

### **Written Review**

- 28.2 When a review of an Employee's performance is documented in writing, the Employee concerned shall be given an opportunity to discuss the review and make written comments on the review. The Employee shall be entitled to up to two (2) working days to consider the review document before making written comments. The Employee and the College shall jointly sign the review document confirming that the information has been reviewed and discussed. The Employee shall receive a signed copy of the document and the College shall place a copy of that review on the Employee's Official Employment File.

### **Notice of Performance Improvement Requirements**

- 28.3 (a) The College shall advise an Employee where, during the period between the regular review processes, the College has observed that certain aspects of an Employee's performance require improvement.
- (b) There may be times when a structured framework to support positive performance improvements is required. When this occurs, a copy of the Performance Improvement Plan shall be placed in the Employee's Official Employment File.

## **Article 29: Service and Seniority**

### **Service**

- 29.1 (a) ***Probationary Full-Time, Regular Full-Time or Term Full-Time Employees***  
Service for probationary full-time, regular full-time or term full-time Employees shall be recognized as follows:
- (i) Total accumulated months of employment including continuous employment on a casual basis with the College that immediately precedes a term or probationary appointment; and
  - (ii) Total accumulated months of unbroken full-time employment where the unbroken employment has been a combination of full-time and unbroken non-civil service and civil service employment that the College has recognized for an Employee employed by the College prior to the signing of the first Collective Agreement. Where, after the date of signing of the first Collective Agreement, the College and the Union agree that an error or omission in the recognition of prior service has occurred; the College shall correct the error or omission.
  - (iii) Notwithstanding the definition of service in clause 29.1 (a) (i), except as otherwise provided in this Collective Agreement, one (1) month of service and therefore one (1) month of service -related benefits shall be credited to an Employee who receives salary for more than ten (10) days in any calendar month.
  - (iv) For the purposes of clauses 29.1 (a) (iii) above, service-related benefits are vacation, sick leave, and service awards.
  - (v) The application of clauses 29.1 (a) (iii) is limited to service earned on and after January 1, 1990.
- (b) ***Probationary Part-Time, Regular Part-Time, or Term Part-Time Employees***  
Service for probationary part-time, regular part-time, or term part-time Employees means the cumulative period worked for the College calculated on a pro-rata basis in accordance with time worked, including paid holidays or days off in lieu thereof, vacation, sick leave, paid leaves of absence.

### **Previous Service Recognized**

- 29.2 The College shall continue to recognize service of a part-time Employee that was recognized by the College for the Employee prior to the signing of this Collective Agreement.

### **Entitlements Linked to Service**

- 29.3 For the purpose of earning entitlement to vacation increments and merit increments for part-time Employees, calendar time of employment will be applicable. For example, in the case of vacation, an Employee who has worked more than six (6) years of service on a part-time basis but not more than eleven (11) years shall be entitled to earn vacation to a maximum of twenty (20) days in accordance with 34.1 (c) at a salary pro-rated in accordance with the percentage of full-time hours worked.

## Seniority

29.4 (a)

### **Definition of Seniority**

Seniority is the length of continuous employment dating from the first date of appointment to the College in the Operational Support Bargaining Unit.

(b)

### **Acquisition of Seniority**

Probationary full- or part-time or term full- or part-time Employees shall not acquire seniority during such appointments. However, unless otherwise indicated in this Collective Agreement, where an Employee is granted regular status, seniority shall be granted for the period of continuous employment in the bargaining unit from the first date of appointment to the College.

(c)

### **Loss of Seniority**

An Employee shall lose seniority in the event that:

- (i) the Employee is discharged for just cause and not reinstated;
- (ii) the Employee resigns;
- (iii) the Employee is removed from the Reinstatement List in accordance with *Article 30: Job Security*;
- (iv) the Employee is laid off for more than twenty-four (24) consecutive months in accordance with clause 30.11 (a);
- (v) the Employee is deemed to have resigned and is not reinstated in accordance with clause 15.3 (f);
- (vi) the Employee completes a term appointment and is re-appointed with a break in service;
- (vii) the Employee takes a leave of absence from the bargaining unit for longer than twenty-four (24) continuous months, except as provided in *Letter of Understanding #1: Positions Funded Externally*.
- (viii) the Employee takes a leave of absence from the bargaining unit within twelve (12) months following a previous absence of twenty-four (24) continuous months or the maximum period provided in accordance with *Letter of Understanding #1: Positions Funded Externally*.

## Seniority Lists

29.5

(a) **List of Regular Employees**

The College shall prepare annually, by February 28, a seniority list indicating the names, position titles, classifications, seniority dates and locations of all regular full- or part-time Employees. This list shall be the conclusive evidence of the seniority of regular Employees. The College shall meet with the Union to review changes to the list prior to posting, and the College shall post the list at each location not later than February 28 in any year. Changes since the last posting shall be highlighted. Only changes made since the last posting shall be open to question, revision or grievance. The resulting list shall be conclusive evidence of the seniority of regular full- or part-time Employees.

(b)

### **List of Probationary Employees**

The College shall prepare and post annually, by February 28, the names, position titles, classifications, date of commencement of continuous employment in the bargaining unit, and locations of all probationary full- or part-time Employees. The College shall meet with the Union to review changes to the list prior to posting.

(c) **List of Term Employees**

The College shall prepare and post annually, by February 28, the names, position titles, classifications, date of commencement of continuous employment in the bargaining unit, and locations of all term full- or part-time Employees. The College shall meet with the Union to review changes to the list prior to posting.

## Article 30: Job Security

### Application

30.1 The provisions of this article apply to Employees with regular status.

### Notice to Union

30.2 The College will give the Union notice of technological change at least three (3) months prior to the date the change is to be effective. During this period, the parties will meet to discuss the steps to be taken to assist Employees who could be affected.

### Lay-off Rights

30.3 An Employee may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function in which case the provisions of this article shall apply. For greater certainty, where new positions are created as a result of technological change, discontinuance of a function, or reorganization of a function, no new positions shall be filled prior to the application of *Letter of Understanding #5: Job Security - Limited Competitions*, where applicable, and this article for affected Employees.

- (a) Where an Employee's position is relocated, the Employee shall be offered the position in the new location. The Employee may decline an offer pursuant to this clause, in which case the provisions of this article shall apply.
- (b) Where the position of one or more Employees becomes redundant, and *Letter of Understanding #5* does not apply or does not result in the placement of an Employee, the provisions of this article shall apply.

### Definitions

30.4 For the purpose of applying the steps outlined in clause 30.5, the following definitions shall apply:

- (a) **Location** means:
  - (i) sites administered within the Halifax Regional Municipality (HRM)
  - (ii) sites administered in Lawrencetown and Middleton
  - (iii) sites administered in Shelburne
  - (iv) sites administered in Yarmouth
  - (v) sites administered in Kentville
  - (vi) sites administered in Port Hawkesbury
  - (vii) sites administered in Stellarton
  - (viii) sites administered in Cape Breton Regional Municipality
  - (ix) sites administered in Truro
  - (x) sites administered in Springhill
  - (xi) sites administered in Bridgewater
  - (xii) site where Central Office Employee located, HRM being one site

(b) **Geographic Area**

For the purpose of this article, geographic areas mean:

- (i) Cape Breton: Marconi and Strait Area
- (ii) Northeastern: Pictou, Truro, and Cumberland
- (iii) Valley: Annapolis Valley and Kingstec
- (iv) Southern: Burr ridge, Shelburne and Lunenburg

For clarity, for Employees located in HRM, location and geographic area are the same.

(c) **College**

College includes all locations.

**Position Reductions and Lay-off**

30.5 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 Employees in continuing full- or part-time positions at a location without recourse to the lay-off of regular full- or part-time Employees. Therefore, an Employee who has elected not to relocate with the Employee's position or whose position has become redundant shall have the right to be assigned to a vacant position or to displace another bargaining unit Employee, subject to the conditions in clause 30.6, in the following manner and sequence:

(a) **Step 1: Same Location**

- (i) *Placement in Vacant Position - Same Classification Title/Position Category*  
The College shall assign an Employee to a vacant position in the same classification title/position category at the same location.
- (ii) *Placement in Vacant Position - Any Classification Title/Position Category*  
Where an Employee has not been placed in accordance with clause 30.5 (a) (i), the College shall place the Employee in any vacant bargaining unit position at the same location.
- (iii) *Displacement of Employee with Least Seniority - Same Classification Title/Position Category*  
Where a placement in accordance with clause 30.5 (a) (ii) does not occur, the College shall assign the Employee to displace an Employee with the least seniority in the same classification title/position category at the same location.
- (iv) *Displacement of Employee with Least Seniority - Same or Lower Maximum Salary*  
Where a displacement in accordance with clause 30.5 (a) (iii) does not occur, the College shall assign the Employee to displace an Employee with the least seniority who is in any bargaining unit position at the same location that has the same or lower maximum salary as that of the Employee's position classification title and position category.

(b) **Step 2: Same Geographic Area**

Where an Employee has not been assigned to a position in the same location in accordance with Step 1, the same sequential process shall occur in the same geographic area. For purposes of this article, those locations considered to be in the same geographic area are listed in clause 30.4.

- (i) *Placement in Vacant Position - Same Classification Title/Position Category*  
The College shall assign an Employee to a vacant position in the same classification title/position category in the same geographic area.
- (ii) *Placement in Vacant Position - Any Classification Title/Position Category*

Where an Employee has not been placed in accordance with clause 30.5 (b) (i), the College shall place the Employee in any vacant bargaining unit position in the same geographic area.

(iii) *Displacement of Employee with Least Seniority - Same Classification Title/Position Category*

Where a placement in accordance with clause 30.5 (b) (ii) does not occur, the College shall assign the Employee to displace an Employee with the least seniority in the same classification title/position category in the same geographic area.

(iv) *Displacement of Employee with Least Seniority - Same or Lower Maximum Salary*

Where a displacement in accordance with clause 30.5 (b) (iii) does not occur, the College shall assign the Employee to displace an Employee with the least seniority who is in any bargaining unit position in the same geographic area that has the same or lower maximum salary as that of the Employee's position classification title and position category.

(c) **Step 3: College**

Where an Employee has not been assigned to a position in the same location in accordance with Step 1 or in the same geographic area in accordance with Step 2, the same sequential process shall occur on a College-wide basis.

(i) *Placement in Vacant Position - Same Classification Title/Position Category*

The College shall assign an Employee to a vacant position in the same classification title/position category at any location in the College.

(ii) *Placement in Vacant Position - Any Classification Title/Position Category*

Where an Employee has not been placed in accordance with clause 30.5 (c) (i), the College shall place the Employee in any vacant bargaining unit position at any location in the College.

(iii) *Displacement of Employee with Least Seniority - Same Classification Title/Position Category*

Where a placement in accordance with clause 30.5 (c) (ii) does not occur, the College shall assign the Employee to displace an Employee with the least seniority in the same classification title/position category at any location in the College.

(iv) *Displacement of Employee with Least Seniority - Same or Lower Maximum Salary*

Where a displacement in accordance with clause 30.5 (c) (iii) does not occur, the College shall assign the Employee to displace an Employee with the least seniority who is in any bargaining unit position at any location in the College that has the same or lower maximum salary as that of the Employee's position classification title and position category.

**Conditions for Placement and Displacement**

30.6 In applying the provisions of clause 30.5, the following conditions shall apply:

- (a) Vacant positions include all those identified by the College as becoming available by the date the original position is to be transferred or eliminated, including newly established positions.
- (b) An Employee shall only be placed in a vacant position where the Employee meets the criteria stipulated in clause 15.1 (a) for the vacant position. Where orientation and/or training would be required in order to effect placement, the College shall provide reasonable orientation/training during normal working hours.
- (c) Where there is more than one Employee in the College who is being placed or assigned to displace in accordance with any step of clause 30.5, the choice of positions shall be offered to Employees in order of seniority.

- (d) An Employee shall only be assigned to displace an Employee in another position where:
  - (i) the Employee meets the criteria stipulated in clause 15.1(a) for the position whose incumbent would be displaced; and
  - (ii) the Employee displaced has the least seniority in that position classification title/position category in the same location, geographic area or College (as applicable).
- (e) Subject to clause 30.6 (c) where the College determines that there are two or more possible positions with different classifications in which an Employee could be placed or assigned to displace, the Employee shall have the choice of such positions.
- (f) Except where an Employee voluntarily elects placement or displacement in a position with a lower maximum salary than the Employee's position, a regular full-time (part-time) Employee shall only be placed in a continuing full-time (part-time), recurring full-time (part-time) or term full-time (part-time) position or assigned to displace an Employee in a continuing full-time (part-time) or recurring full-time (part-time) or term full-time (part-time) position. For greater certainty, the College shall not require an Employee to accept a position that has a lower maximum salary than the position held by the Employee prior to the application of clause 30.5.
- (g) Where a position that is being transferred or eliminated has been temporarily vacated by an Employee with regular status, the status and seniority of the absent Employee shall be used in the application of this article.
- (h) Where an Employee elects to be assigned to a continuing full- or part-time position with a lower salary range, the salary of the Employee shall be changed such that it is within the salary range of that position. Except where the maximum step on the new scale is less than the previous salary of the Employee, the Employee shall be placed on the step on the new scale that is closest to but not less than the salary of the Employee prior to the assignment. Where the salary of the Employee prior to the assignment is greater than the maximum salary on the new scale, the Employee shall be placed at the highest step on the new scale.
- (i) Where an Employee is assigned to a vacant position with a higher maximum salary than the position occupied by the Employee prior to the application of clause 30.5, the Employee shall be placed at the step in the new salary range that is one step higher than the salary step closest to but not less than the salary of the Employee prior to placement.
- (j) Where a regular full- or part-time Employee whose continuing full- or part-time position is to be eliminated accepts a term assignment or secondment prior to clause 30.5 being invoked, the application of clause 30.5 shall be delayed accordingly.
- (k) A regular full-time Employee shall not be required to accept an assignment to a vacant continuing, recurring, or term part-time position nor shall a regular full-time Employee lose any rights under this article by declining such an assignment.
- (l) An Employee shall have a maximum of two (2) full days to accept or decline an assignment in accordance with any of the steps in clause 30.5.
- (m) An Employee who declines placement in the same position classification title/position category shall be laid off but shall retain reinstatement rights in accordance with this article. If, while on the Reinstatement List, this Employee subsequently declines placement in a position with the same classification title/position category/same location, the Employee



shall be deemed to have resigned and waived reinstatement rights. However, the severance provisions of clause 30.10 (c) shall apply.

### **Relocation Expenses**

- 30.7 (a) As a result of the application of the provisions of clauses 30.3 or 30.5, the College shall reimburse the cost of relocation expenses, in accordance with clause 30.7, to an Employee who has relocated with/to a position that is more than thirty-two (32) kilometers or, in the case of the Halifax Regional Municipality, sixteen (16) kilometers beyond the location of the position held by the Employee prior to the relocation.
- (b) Notwithstanding clause 30.7(a), the College shall reimburse re-location expenses only once for the Employee with the greatest seniority transferred in accordance with clause 30.3 or for one Employee during the placement/displacement process for a position eliminated in accordance with clause 30.5.
- (c) **Definitions**
- (i) Except as herein provided, words and phrases shall have the same meaning as in *Article 1: Definitions*.
- (ii) **Day** means calendar day.
- (ii) **Dependent** means:
- (1) the spouse of an Employee;
- (2) an Employee's child who has not passed the child's nineteenth (19th) birthday, or in respect of whom the Employee is entitled to exemption under the **Income Tax Act**;
- (3) any other relative of an Employee who is a member of the Employee's household and who is dependent upon the Employee for support by reason of incapacity of ill health, provided the Employee certifies that the Employee is entitled to an exemption for this.
- (iv) **Household Effects** means the furniture, household equipment and personal effects of an Employee and the Employee's dependents used in the regular dwelling, but excludes livestock, lumber, heavy equipment or similar items, and any items used in connection with a secondary source of family income.
- (v) **Relocation** means the movement of an Employee from one work location to another work location.
- (vi) **Relocation Expense** means the cost incurred by an Employee, who has been relocated, to effect the transfer.
- (d) **General Policy**
- The College shall not make any commitment to any Employee which contravenes the terms and conditions set out in this clause.
- (i) In any transfer or relocation, the objective is to relocate the Employee in the most efficient manner that is at the most reasonable cost to the College, and having minimum detrimental effect on the Employee.
- (ii) For any transfer, the terms and conditions of reimbursement are to be discussed with the Employee at the time of notification of transfer and are to comply with this clause.
- (iii) Under this clause, there is a minimum distance qualification which governs the eligibility of an Employee for reimbursement of relocation expenses. Generally, expenses will not be paid where the previous and new locations of duty are within the

same metropolitan area or are within reasonable commuting distance of each other. Moving expenses shall not be paid unless:

- (1) the new work location is outside a radius of thirty-two (32) kilometers from the previous work location; or
  - (2) in the case of the Halifax Regional Municipality, the new work location is outside a radius of sixteen (16) kilometers from the previous work location; and
  - (3) the new residence is outside a radius of thirty-two (32) kilometers from the previous residence.
- (iv) The College shall pay relocation expenses, including disconnecting and reconnecting services, for a mobile home provided that the total costs of such does not exceed the cost of comparable relocation expenses involving conventional housing.
- (v) Upon authorization of the College, an advance may be made to an Employee of the estimated cost of the relocation expenses; or the College may be requested to pay invoices for transportation, cartage and other eligible expenses. Payments so made will be considered as an advance to the Employee pending the approval of the Employee's account for relocation expenses.
- (1) When an advance is made, the Employee shall account for it within thirty (30) days after the date of the Employee's arrival at the new work location and shall refund any unexpended balance forthwith, failing which, the College shall recover the amount due from the Employee's salary.
- (vi) If an Employee incurs expenses related to the Employee's transfer/relocation before the Employee has received written notification or confirmation of transfer/relocation, the College shall not be liable for such expenses.
- (vii) Before payment, all claims made under this clause shall be certified by the College as being:
- (1) in accordance with this clause;
  - (2) just and reasonable.
- (e) ***Employee's Moving Expenses***  
A College-requested relocation is a transfer initiated by the College, but does not include employment competitions; College-initiated relocations are subject to the terms and conditions set out in clause 30.7.

- (i) Relocation expenses may include:
- (1) Traveling expenses incurred by the Employee and the Employee's spouse, including living expenses for not more than ten (10) days for the purpose of locating new housing accommodations; further extensions require prior approval of the College.
  - (2) The temporary living expenses of a single Employee without dependents to a maximum of fourteen (14) days.
  - (3) The temporary living expenses of an Employee and the Employee's dependents to a maximum of thirty (30) days, extended, if necessary, for a further fourteen (14) days at the discretion of the College. Further extensions require prior approval of the College.

- (4) Packing, unpacking, cartage and freight of the Employee's household effects and necessary storage of these effects to a maximum of thirty (30) days, including insurance thereon while in transit and/or in storage. Storage charges on household effects in excess of thirty (30) days shall not be considered as relocation expenses, unless the College certifies that the excess period of storage is necessitated by circumstances outside, or beyond, the control of the Employee.
  - (5) Up to one thousand dollars (\$1,000) to cover documented allowable miscellaneous expenses such as disconnecting telephones, stoves and other household equipment; connecting such equipment as was in use by the Employee prior to the Employee's relocation (not including T.V. or radio aerials); cleaning drapes and rugs or as an allowance toward the purchase of drapes and rugs similar to those in use by the Employee prior to the Employee's relocation, at the discretion of the College.
  - (6) Realty agency costs actually incurred in selling the Employee's old residence, including multiple listing charges - but not exceeding the prevailing rates in the area - as well as the necessary legal fees and mortgage interest penalty cost, provided that the residence is listed for sale within sixty (60) days of the relocation notification.
  - (7) The actual expenses of fulfilling the Employee's legal liability under a lease for accommodation at the place from which the Employee is being relocated.
  - (8) Actual legal fees, deed transfer fees, deed transfer taxes and survey fees, paid by the Employee, pre owing the Employee's own home, in the purchase of a new home, in the purchase of a new home due to relocation.
  - (9) Any other expenses authorized under this letter of understanding or as approved by the College under clause 30.7 (e) (v).
- (ii) If an Employee has a spouse who is also an Employee of the College and both parties are transferred to the same place, the terms and conditions of this clause shall apply as to an Employee and spouse, not as two separate Employees.
  - (iii) An Employee who is transferred shall move the Employee's household effects as economically as is consistent with efficiency of service and safety in transit of such, but in no case shall the cost exceed the amount that would be charged by an efficient, licensed carrier. Wherever possible, bids should be obtained from at least three (3) recognized carriers, with the lowest bidder being engaged. The College should so certify in cases where it is not possible to obtain three (3) competitive bids.
  - (iv) The Employee and the Employee's dependents may travel by automobile (and charge the allowable mileage rates for Employees) or by bus, train or aircraft and the rules applicable to such modes of travel shall pertain.
  - (v) Where, in the opinion of the College, an Employee suffers financial hardship by reason of the transfer, additional assistance may be granted in compensation for such hardship by the College as follows:

(1) *Accommodation Being Vacated*

An Employee may be reimbursed for part or all of duplicate housing costs consisting of the interest portion of a mortgage, property insurance and utility costs paid in respect of the Employee's former residence for a period for which the Employee is also occupying and paying mortgage or other interest in respect of a new residence.

Such reimbursement shall be limited to the lesser of the actual costs for a period not to exceed three (3) months or one thousand dollars (\$1,000).

(2) *New Accommodation*

An Employee may be reimbursed for part or all of interest charges for a bridging loan to enable the Employee to meet the down payment on a new residence pending the sale of the Employee's former residence. Such interest charges may be claimed for a period not to exceed three (3) months or two thousand five hundred dollars (\$2,500), whichever is lesser.

(3) *Maximum Principal Amount of Bridging Loan Interest Charges*

The maximum principal amount of the bridging loan that can be claimed shall not exceed a figure equivalent to twenty-five (25) percent of the purchase price of the new residence.

**Lay-off or Termination of Employment**

30.8 (a) ***Employees with Regular Status***

- (i) Where the provisions of clause 30.5 do not result in the assignment of a regular full- or part-time Employee whose position is being transferred or eliminated to another position through placement or displacement that Employee shall be laid off and the reinstatement provisions of this article shall apply.
- (ii) Where the provisions of clause 30.5 do not result in the assignment to another position through placement or displacement of a regular full- or part-time Employee displaced by the application of clause 30.5 that Employee shall be laid off and the reinstatement provisions of this article shall apply.
- (iii) An Employee may elect to be laid off rather than accept a placement or an assignment to displace. The reinstatement provisions of this article shall apply.

(b) ***Employees with Probationary or Term Status***

Except as provided in Letter of *Understanding # 2: Position Relocation and Lay-off Provisions for Term Employees*, where the application of clause 30.5 results in the displacement of a probationary or term full- or part-time Employee, the employment of that Employee shall be terminated, with notice, in accordance with clause 15.3 (b).

(c) ***Notice of Lay-Off***

In cases where the ability, experience, qualifications, special skills, and physical fitness (where applicable), as determined by the College, are equal according to objective tests or standards reflecting the functions of the position concerned, Employees shall be laid off in reverse order of seniority in accordance with the following:

- (i) The College shall provide forty (40) working days' notice of lay-off to the Employee(s) who is to be laid off and the Union, except where a greater period of notice is provided for under clause 30.8 (c) (ii).
- (ii) Where the College lays off one hundred (100) or more Employees within any period of four (4) weeks or less, the College shall provide sixty (60) working days' notice of lay-off to the Employees who are to be laid off and the Union.

- (iii) Notices pursuant to clause 30.8 (c) shall include the effective date of lay-off and the reasons therefore.
- (iv) A regular full- or part-time Employee whose continuing full- or part-time position is being transferred or eliminated shall be entitled to exercise any of the following options:
  - (1) to have the placement and displacement provisions of clause 30.5 applied; or
  - (2) to accept lay-off and be entitled to reinstatement in accordance with clause 30.11 (a); or
  - (3) to resign with severance pay in accordance with clauses 30.10 (a) and 30.10 (b).
- (v) An Employee shall have two (2) working days in which to exercise the options noted in clause 30.8 (c) (iv).

**Exception**

- 30.9 (a) Where the notice required in clause 30.8 (c) is not given, the Employee shall receive pay in lieu thereof for the amount of notice to which the Employee is entitled.
- (b) A notice of lay-off shall be null and void if it does not meet the requirements of clauses 30.8(c) and 30.9(a).

**Severance Pay**

- 30.10 (a) **Eligibility**  
 A regular full- or part-time Employee who is in receipt of a notice of lay-off shall be eligible for severance pay provided that Employee:
- (i) resigns in writing; and
  - (ii) waives reinstatement rights; or
  - (iii) except as provided in clause 30.6 (m), has been laid off for more than twenty-four (24) months and has not been assigned a placement or displacement.
- (b) **Ineligibility for Service Award**  
 An Employee who is laid off as a result of the application of this article who waives reinstatement rights, resigns, and receives severance pay shall not be eligible to receive a service award.
- (c) **Amount of Severance Pay**
- (i) Provided the conditions of clauses 30.10 (a) and 30.10 (b) have been met, an Employee shall be granted severance pay based upon one (1) week's salary for each year of service to a maximum of twenty-six (26) weeks subject to a maximum equivalent to forty percent (40%) of the top step of the salary scale at which the Employee's position is classified.
  - (ii) The amount of severance pay provided herein shall be calculated by the formula:  

$$\frac{\text{Bi-weekly Rate}}{2} = 1 \text{ week}$$
  - (iii) The entitlement of an Employee to severance pay shall be based on an Employee's total service as defined in *Article 29: Service and Seniority*.

## Reinstatement

### 30.11 (a) **Reinstatement List**

Where a regular full- or part-time Employee has been given written notice of lay-off, the Employee may opt to advise the College that the Employee is available for work and direct the College to place that Employee's name on the Reinstatement List. It is the responsibility of an Employee who has been laid off to provide the Employee's e-mail address (if applicable) or current mailing address to the College. The name of the Employee shall remain on the Reinstatement List until twenty-four (24) months beyond the date of lay-off unless:

- (i) the Employee is appointed to a continuing full- or part-time position or, where applicable, a recurring full- or part-time position as a regular full- or part-time Employee;
- (ii) the seniority of the Employee is lost in accordance with clause 29.4 (c).

### (b) **Reinstatement Provisions**

Where vacancies occur in the bargaining unit while there are names of Employees on the Reinstatement List:

- (i) Copies of job postings shall be sent to the e-mail address of each Employee or, where an e-mail address is not available, to the mailing address provided by that Employee in accordance with clause 30.11 (a).
- (ii) Where an Employee is appointed to a vacancy, the Employee shall return to work within two (2) weeks of the notification of appointment.
- (iii) An Employee entitled to reinstatement shall return to the service of the College within two (2) weeks of notice of reinstatement, unless on reasonable grounds the Employee is unable to do so. An Employee who has been given notice of reinstatement may refuse to exercise such right without prejudicing the right to any future reinstatement, except in the case of reinstatement to the Employee's same position classification title, or position classification title series, and the same location at the time of layoff, in which event the Employee will be struck from the Reinstatement List. However, an Employee's refusal to accept reinstatement to the Employee's same position classification title, or position classification title series, within the same location at the time of layoff will not result in loss of reinstatement rights in the case of reinstatement for occasional work or for employment of short duration of time during which the Employee is employed elsewhere.
- (iv) Employees on the Reinstatement List shall be given first option of filling vacancies normally filled by casual workers, providing they meet the selection criteria, as determined by the College in accordance with clause 15.1 (a). The acceptance of such casual work shall not in any way alter or affect the Employee's employment status, and during such periods of casual work, the Employee shall remain on the Reinstatement List.
- (v) In accordance with clause 17.4 (b), where a regular full- or part-time Employee on the Reinstatement List is appointed to a continuing full- or part-time position, the Employee shall be given a regular full- or part-time appointment except as provided for in clause 17.4 (a), when the appointment shall be term full- or part-time or casual.
- (vi) Where a regular full- or part-time Employee on the Reinstatement List is appointed to a term full- or part-time position for less than one (1) year or is employed on a casual basis, the name of the Employee shall remain on the Reinstatement List in accordance with clause 30.11 (a).

- (vii) Where a regular full- or part-time Employee on the Reinstatement List is appointed to a term full- or part-time position for more than one (1) year, the Employee's name shall be removed from the Reinstatement List during the period of the appointment. Upon completion of the appointment, the Employee shall then be entitled to have the Employee's name added to the Reinstatement List in accordance with clause 30.11(a).
- (viii) Where, as a result of the application of clause 30.5, an Employee is assigned through placement or displacement to a position with a different position title than the Employee's previous position, the Employee shall satisfactorily complete a six (6) month trial period in accordance with clause 17.4 (c). Where the trial period is not successful, the College shall provide a notice of lay-off to the Employee in accordance with clauses 30.8 (c) and 30.9. Placement and displacement provisions shall be in accordance with the following:
  - (1) Where the placement or displacement involving a trial period occurred prior to the end of the original lay-off notice period, the period of notice for the subsequent notice shall be equivalent to the period not expended for the original notice. The provisions of clause 30.5 shall apply during this second notice period.
  - (2) Where a placement involving a trial period occurred during the reinstatement period, the period of notice for the subsequent notice shall be in accordance with clauses 30.8 (c) and 30.9. However, only the placement provisions of clause 30.5 shall apply.
- (c) **No New Employees**  
 No new persons shall be hired unless all Employees on the Reinstatement List who have applied for and are qualified for a position in accordance with the application of the criteria specified in clause 15.1 (a) have had the opportunity to be reinstated.

**Contracting Out**

- 30.12 (a) The College will make reasonable efforts, where work is contracted out, to obtain jobs with the contractor for Employees whose work is to be contracted out. The College will have made reasonable efforts where the College has:
- (i) consulted with the Union at least three (3) months before the proposed date of implementation of the contracting out to discuss placement options within the College for Employees whose work is to be contracted out;
  - (ii) included the plans and capacity of bidders for the hiring of Employees whose work is to be contracted out, and the intended salary and benefits levels, as criteria in the tendering process to be applied in the evaluation of bids;
  - (iii) consulted with the Union to give the Union an opportunity to put forward its views on how the College can try to obtain job opportunities for Employees with the contractor;
  - (iv) met with the successful bidder and sought to make it a term of the contract that the contractor must:
    - (1) Interview Employees for available job opportunities with the contractor to perform the contracted out work;
    - (2) Where hiring to perform the contracted-out work is subject to appropriate skills testing, offer to test Employees;
    - (3) Extend job offers to Employees who are qualified for available job opportunities with the contractor to perform the contracted-out work; and

- (4) Where there are more qualified Employees than the contractor has opportunities due to the contracted-out work, extend job offers on the basis of seniority.
- (b) If, despite the good faith efforts of the College, the College has been unable to reach agreement on the above with the contractor, the College can still proceed with the contracting out with the contractor.
- (c) Employees who accept job offers with the contractor will be deemed to have resigned their employment with the College. Such Employees, who subsequently are terminated or who resign employment with the contractor within twenty-four (24) months of the commencement of their employment with the contractor shall - on application to the College and subject to verification of their employment status with the contractor - be placed on the Reinstatement List for a twenty-four (24) month period. Employees placed on the Reinstatement List pursuant to this clause shall have seniority reinstated and be otherwise treated as though there had been no employment break. For greater clarity, such Employees shall be eligible for a severance payment if they resign or if they are not reinstated to employment during the twenty-four (24) month reinstatement period. Employees whose work is contracted out and do not receive a job offer from the contractor or who turn down a job offer will be treated in accordance with the provisions of this article.

## **Article 31: Discipline**

### **Suspension without Pay or Termination**

31.1 In accordance with clause 15.3 (c), the College may suspend without pay or terminate, at any time, the employment of any Employee for just and sufficient cause. The College shall provide in writing, in person or by personal service, the reasons for the suspension or termination to the Employee and the Union at the time of the disciplinary action.

### **Other Disciplinary Actions**

31.2 The College may also, for just and sufficient cause:

- (a) reprimand, orally and/or in writing, an Employee;
- (b) suspend an Employee for a reasonable time, with salary, for the purpose of investigating an allegation of misconduct.

A record of any disciplinary action shall be placed on the Employee's Official Employment File in accordance with *Article 27: Official Employment File*. When requested by the Employee, the College shall provide, in writing, reasons for the discipline noted in clause 31.2 (a) or 31.2 (b) above to the Employee.

### **College May Vary or Revoke Termination**

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

### **Grievance at Step Two**

31.4 An Employee who is suspended or whose employment has been terminated may grieve the suspension or termination commencing at Step 2 of the grievance and arbitration procedure in accordance with clause 13.4 (c).



### **Reinstatement**

31.5 Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of clause 31.1 or by suspension with pay in violation of clause 31.2 (b), that Employee shall be immediately reinstated in the Employee's former position without loss of seniority or any other benefit which would have accrued had the Employee not been suspended or discharged. One of the benefits the Employee shall not lose is the Employee's regular pay during the period of suspension or discharge. The amount of this regular pay shall be paid to the Employee at the end of the next complete pay period following the reinstatement.

## **Article 32: Third Party Liability Insurance and Legal Assistance**

### **Liability Insurance**

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

(b) the policy shall be a first (1st) payer in relation to any policy carried by or on behalf of an Employee for claims as noted in clause 32.1 (a).

### **Legal Assistance**

32.2 (a) Where the College is satisfied that an Employee acted within the scope of the Employee's employment with the College, the College shall defend, negotiate, or settle claims in which the Employee's negligence is alleged and will also pay damages, when necessary.

(b) When the College defends an Employee in accordance with clause 32.2 (a), the College shall be in control of the case.

## **Article 33: Health and Safety**

### **Joint Responsibility**

33.1 The College, the Union and Employees value the health and safety of all persons on College premises. Accordingly, the parties to this Collective Agreement commit to work together to protect and promote health and safety and to take every precaution, reasonable in the circumstances, to ensure that College facilities are safe and healthy and meet or exceed the provisions of the Nova Scotia **Occupational Health and Safety Act**, 1996, c.7, s.1.

### **Joint Steering Committee**

33.2 The College shall establish 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.

# LEAVE

## Article 34: Vacations

### Vacation Entitlement

34.1 An Employee shall accumulate vacation leave with pay as follows:

- (a) during the first six (6) years [seventy-two (72) months] at the rate of one and one-quarter (1-1/4) days for each month of service during the vacation year [maximum of fifteen (15) days paid vacation leave in each vacation year during first six (6) years]; and
- (b) after six (6) years [seventy-two (72) months completed] until eleven (11) years [one hundred thirty-two (132) months] at the rate of one and two-thirds (1-2/3) days for each month of service during the vacation year [maximum of twenty (20) days paid vacation leave in each vacation year after six (6) years until the end of eleven (11) years]; and
- (c) after eleven (11) years [one hundred thirty-two (132) months completed] until twelve (12) years [one hundred forty-four (144) months] at the rate of one and three-quarters (1-3/4) days for each month of service during the vacation year [maximum of twenty-one (21) days paid vacation leave in each vacation year after eleven (11) years until the end of twelve (12) years]; and
- (d) after twelve (12) years [one hundred forty-four (144) months completed] until thirteen (13) years [one hundred fifty-six (156) months] at the rate of one and five-sixths (1-5/6) days for each month of service during the vacation year [maximum of twenty-two (22) days paid vacation leave in each vacation year after twelve (12) years until the end of thirteen (13) years]; and
- (e) after thirteen (13) years [one hundred fifty-six (156) months completed] until fourteen (14) years [one hundred sixty-eight (168) months] at the rate of one and eleven-twelfths (1-11/12) days for each month of service during the vacation year [maximum of twenty-three (23) days paid vacation leave in each vacation year after thirteen (13) years until the end of fourteen (14) years]; and
- (f) after fourteen (14) years [one hundred sixty-eight (168) months completed] until fifteen (15) years [one hundred eighty (180) months] at the rate of two (2) days for each month of service during the vacation year [maximum of twenty-four (24) days paid vacation leave in each vacation year after fourteen (14) years until the end of fifteen (15) years]; and
- (g) after fifteen (15) years [one hundred eighty (180) months completed] until twenty-four (24) years [two hundred eighty-eight (288) months] at the rate of two and one-twelfth (2-1/12) days for each month of service during the vacation year [maximum of twenty-five (25) days paid vacation leave in each vacation year after fifteen (15) years until the end of twenty-four (24) years]; and
- (h) after twenty-four (24) years [two hundred eighty-eight (288) months completed] of service at the rate of two and one-half (2-1/2) days for each month of service during the vacation year [maximum of thirty (30) days paid vacation leave in each vacation year after twenty-four (24) years].

### Fractional Entitlement

34.2 If, at the end of a vacation year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased or decreased to the nearest one-half (1/2) day.

**Authorization**

34.3 An Employee shall be granted vacation leave at such time during the year as the College determines.

**Vacation Scheduling**

- 34.4 (a) Except as otherwise provided in this Collective Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Employee shall advise the College in writing of the Employee's vacation preference as soon as possible for the following vacation year but before March 15 in each year. The College will respond in writing by April 15 indicating whether or not the Employee's vacation request is authorized.
- (b) Preference of vacation schedule shall be given to those Employees with greater length of service as defined in *Article 29: Service and Seniority*; however, those Employees must be transferred into the work unit for six (6) months before they can use length of service to provide priority for selection of vacations.

**Employee Request**

- 34.5 Subject to the operational requirements, the College shall make every reasonable effort to ensure that an Employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the College is unable to comply with the Employee's written request, the College shall:
- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an Employee's vacation leave in the amount and at such time as the Employee may request in an alternative request.

**Unbroken Vacation**

34.6 Where operational requirements permit, the College shall make every reasonable effort to grant to an Employee the request to enjoy vacation entitlement in a single unbroken period of leave.

**Vacation Carry Over and Accumulation**

- 34.7 Except as otherwise provided in this Collective Agreement:
- (a) An Employee must take the minimum number of earned vacation days in accordance with Labour Standards legislation.
- (b) An Employee who has taken the minimum required number of earned vacation days shall automatically carry forward a maximum of ten (10) days annually in an accumulated vacation bank.
- (c) An Employee may accumulate up to a maximum of twenty-five (25) earned vacation days. For greater certainty, the maximum liability of the College for vacation earned but not taken shall not exceed twenty-five (25) days.
- (d) Notwithstanding clauses 34.7 (a), (b), and (c), an Employee who is unable to commence that Employee's earned vacation leave during the vacation year due to sick leave, pregnancy, parental or adoption leave shall be able to carry over the vacation leave into the next vacation year. The carry over entitlement shall be used during the next two (2) years and shall be scheduled with the mutual consent of the Employee and the College.
- (e) A vacation day comprises the bi-weekly hours noted in clause 21.2 divided by ten (10).

**Borrowing of Unearned Vacation Credits**

34.8 With the approval of the College, an Employee who has been employed in the College for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

**Employee Compensation upon Separation**

34.9 An Employee, upon separation from the College, shall be compensated for vacation leave to which the Employee is entitled.

### **College Compensation upon Separation**

34.10 An Employee, upon separation from the College, shall compensate the College for vacation which was taken but to which the Employee was not entitled.

### **Vacation Credits upon Death**

34.11 Where an Employee dies and the Employee has been granted more vacation with pay than the Employee had earned prior to death, the Employee shall be considered to have earned the amount of vacation leave with pay granted.

### **Vacation Records**

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

### **Recall from Vacation**

34.13 The College will make every reasonable effort not to recall an Employee to work after the Employee has proceeded on vacation leave.

### **Reimbursement of Expenses upon Recall**

34.14 Where, during any period of vacation leave, an Employee is recalled to work, the Employee shall be reimbursed for reasonable expenses, subject to the provisions of the College's expense policy, that the Employee incurs:

- (a) in proceeding to the Employee's place of work; and
- (b) in returning to the place from which the Employee was recalled if the Employee immediately resumes vacation leave upon completing the assignment for which the Employee was recalled.

### **Reinstatement of Vacation upon Recall**

34.15 The period of vacation leave so displaced resulting from recall and transportation time in accordance with clauses 34.13 and 34.14, shall either be added to the vacation period, if requested by the Employee and approved by the College, or reinstated for use at a later date.

### **Illness During Vacation**

34.16 If an Employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate on such form as the College may from time to time prescribe from a legally qualified medical practitioner, the Employee shall be granted sick leave and the Employee's vacation credit shall be restored to the extent of the sick leave.

### **Part-Time Employees**

34.17 Part-time Employees shall earn vacation entitlement on the basis of calendar time of employment. Salary paid during vacation leave shall be pro-rated on the basis of hours worked.

## **Article 35: Paid Holidays**

### **Paid Holidays**

- 35.1 Paid holidays for Employees shall be:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) Victoria Day
  - (e) Canada Day
  - (f) Labour Day
  - (g) Thanksgiving Day
  - (h) Remembrance Day

- (i) Christmas Eve (full day)
- (j) Christmas Day
- (k) Boxing Day
- (l) Three (3) days between Boxing Day and New Year's Day
- (m) One (1) additional day in each year. This additional day shall normally be the first Monday in August except where the College determines that another day, recognized to be a provincial or civic holiday in the area in which the Employee is employed, shall be the additional day;
- (n) Any other day or part of a day declared by the College to be a holiday for Employees

**Exception**

35.2 Clause 35.1 does not apply to an Employee who is absent without pay on either that Employee's scheduled working day immediately preceding or the scheduled working day immediately following the paid holiday. Remuneration for paid holidays shall be at the same rate as for the day preceding and following the holiday.

**Holiday Falling on a Non-Working Day**

35.3 Where a day recognized as a holiday falls on a day that is not a working day for the Employee, the College shall grant the holiday with pay on either:

- (a) the working day immediately following the holiday; or
- (b) the day following the Employee's annual vacation or another day mutually acceptable to the College and the Employee.

**Holiday Coinciding with Paid Leave**

35.4 Where a day that is a paid holiday for an Employee, as defined in clause 35.1, falls within a period of leave with pay, the holiday shall not count as a day of leave.

**Compensation for Work on a Holiday**

35.5 Where an Employee is regularly scheduled to work in accordance with the provisions of clause 21.4 and the regularly scheduled day of work falls on a paid holiday, as defined in clause 35.1, the Employee shall receive compensation equal to two and one-half (2½) times the Employee's regular rate as follows:

- (a) compensation at one and one-half (1½) times the regular rate, including the holiday pay, for the hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

Where time off with pay in lieu of the holiday has not been granted in accordance with clause 35.5 (b), compensation shall be granted at the Employee's regular rate of pay for the hours worked.

**Overtime on a Holiday**

35.6 Where an Employee is required to work overtime on a paid holiday, as defined in clause 35.1, the Employee will receive compensation equal to three (3) times the Employee's regular rate as follows:

- (a) compensation at two (2) times the regular rate, including the holiday pay, for the overtime hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday, on an hour-for-hour basis, at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

- (c) Where time off with pay in lieu of the holiday has not been granted in accordance with clause 35.6 (b), compensation shall be granted at the Employee's regular rate of pay for the overtime hours worked.

### **Time Off in Lieu of Holiday**

35.7 In no case shall the total time off in lieu of a holiday referred to in 35.5 (b) and 35.6 (b) above exceed the equivalent of one (1) complete shift.

## **Article 36: Sick Leave**

### **General Illness Leave Benefit**

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

### **Short-Term Illness Leave Benefit**

- 36.2 (a) An Employee hired before June 7, 2002 who is unable to perform the Employee's duties because of illness or injury for a period of absence exceeding three (3) consecutive work days may be granted leave of absence at full or partial pay for each incidence of short-term illness in accordance with the following:
- (i) for Employees with three (3) years' service but less than four (4) years' service, at one hundred percent (100%) of normal salary for the first eighty (80) days of absence and thereafter at seventy-five percent (75%) of normal salary for the next twenty (20) days of days of absence;
  - (ii) for Employees with four (4) or more years' service at one hundred percent (100%) of normal salary for a maximum of one hundred (100) days of absence.
- (b) An Employee hired on or after June 7, 2002 who is unable to perform the Employee's duties because of illness or injury for a period of absence exceeding three (3) consecutive work days may be granted leave of absence at full or partial pay for each incidence of short-term illness in accordance with the following:
- (i) for Employees with less than five (5) years' completed service at seventy-five percent (75%) of normal salary for a maximum of one hundred (100) days of absence;
  - (ii) for Employees with five (5) or more years' completed service at one hundred percent (100%) of normal salary for a maximum of one hundred (100) days of absence.
- (c) If an incident of short-term illness continues from one year of employment to the following year of employment, the Employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of clauses 36.2 (a) and 36.2 (b) during the year in which the short-term illness commenced.

### **Recurring Disabilities**

- 36.3 (a) An Employee who returns to work after a period of short-term illness leave and, within thirty (30) 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 36.2.
- (b) An Employee who returns to work after a period of short-term illness leave and, after working thirty (30) 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 36.2.
- (c) An Employee who returns to work after a period of short-term illness leave and, within fifteen (15) consecutive work days, subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of clause 36.2.
- (d) The provisions of clause 36.3 (b) shall not apply to an Employee who has returned to work on a trial basis. In such a case, the Employee will be considered to be within the original short-term leave period defined in clause 36.2.

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

- 36.4 General illness leave and short-term illness leave benefits will not be paid when an Employee is:
- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for union business pursuant to *Article 39: Union Leave* of this Collective Agreement or in the case of circumstances covered under clause 36.5.

### **Benefits/Layoff**

- 36.5 (a) When an Employee is on short-term illness and is deemed eligible for long-term disability and is laid off, the Employee shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an Employee has recovered or is capable of returning to work the Employee shall be covered by the provisions of *Article 30: Job Security*.
- (b) During the period an Employee is on lay-off status, the Employee shall not be entitled to benefits under this section for an illness or disability which commenced after the effective date of lay-off. When such an Employee is recalled and returns to work, the Employee shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to clause 36.5 shall include any benefits payable in accordance with the Long-Term Disability Plan.

### **Long-Term Disability**

- 36.6 Employees shall be covered for long-term disability in accordance with the provisions of the Memorandum of Agreement signed by the parties on August 1, 1985 (and subsequent amendments to the Memorandum) and forming part of this Collective Agreement.

### **Deemed Salary**

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

### **Proof of Illness**

- 36.8 (a) An Employee may be required by the College to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an Employee, and if a certificate is not produced after such a request, the time absent from work will be deducted from the Employee's pay. Where the College has reason to believe an Employee is misusing sick leave privileges, the College may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.
- (b) The College may require an Employee to be examined by a neutral third party medical practitioner for the purposes of receiving an independent medical evaluation. Where such examination is required, the College shall pay the fees for the third party medical practitioner.

### **Sick Leave Application**

- 36.9 (a) 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.
- (b) The College shall reimburse an Employee up to twenty-five dollars (\$25.00) for the cost of obtaining the certificate in clause 36.9(a).

### **Workers' Compensation**

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

### **Sick Leave Records**

- 36.11 An Employee is entitled to be informed, upon request, of the balance of the Employee's sick leave with pay credits.

### **College Approval**

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

### **Alcoholism and Drug Abuse**

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

### **Part-Time Employees**

- 36.14 (a) The number of days for general illness benefits for part-time Employees shall not be pro-rated. However, the remuneration paid for the days of sick leave in accordance with 36.1 shall be pro-rated in accordance with the normal number of hours worked.
- (b) The number of days for short-term illness benefits for part-time Employees shall not be pro-rated. However, the remuneration paid for the days of sick leave in accordance with clause 36.2 shall be pro-rated in accordance with the normal number of hours worked.



## Article 37: Pregnancy, Parental, and Adoption Leaves

### Pregnancy Leave

#### 37.1 (a) **Entitlement**

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

- (i) giving the College notice of the date that the Employee shall begin the leave and the date the Employee shall return to work as required by clause 37.3;
- (ii) providing to the College, where the College so requests, a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

#### (b) **Beginning of Pregnancy Leave**

Pregnancy Leave begins on such date:

- (i) not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines; and
- (ii) not later than the date of delivery.

#### (c) **End of Leave**

Pregnancy Leave ends on such date:

- (i) not sooner than one (1) week after the date of delivery; and
- (ii) not later than seventeen (17) weeks after the pregnancy leave began; as determined by the Employee.

#### (d) **Requirement by College to Take Leave**

Notwithstanding clause 37.1(a), the College may require a pregnant Employee to take an unpaid leave of absence while the duties of the position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected unless the College can reasonably modify the Employee's duties for the period required or can temporarily re-assign the Employee to alternate duties or another classification. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.

### Parental Leave

#### 37.2 (a) **Entitlement**

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

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

is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the College notice of the date that the Employee shall return to work, as required in clause 37.3.

#### (b) **Beginning and End of Parental Leave After Pregnancy Leave**

Where an Employee takes pregnancy leave pursuant to clause 37.1 (a) and the Employee's new-born child or children arrive in the Employee's home during the pregnancy leave, parental leave pursuant to this article:

- (i) begins immediately upon completion of the pregnancy leave and without the Employee returning to work; and
  - (ii) ends not later than thirty-five (35) weeks after the parental leave began; as determined by the Employee. The maximum combined pregnancy and parental leave to which an Employee may be entitled is fifty-two (52) weeks.
- (c) ***Beginning and End of Parental Leave Otherwise***  
Where clause 37.2 (b) does not apply, parental leave:
- (i) begins on such date, coinciding with or after the birth of the child or children first arriving in the Employee's home; and
  - (ii) ends not later than fifty-two (52) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the Employee's home, whichever is earlier;
- as determined by the Employee.
- (d) ***Interruption of Leave by Hospitalization of Child***  
Notwithstanding clauses 37.2 (a) and 37.2 (b), where an Employee has begun parental leave pursuant to those clauses and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the College notice in accordance with clause 37.3.
- (e) ***Limitation***  
An Employee is entitled, pursuant to clause 37.2 (d), to only one interruption and deferral of each parental leave.

**Notice to College**

37.3 (a) ***Serving Notice***

An Employee shall serve notice:

- (i) of the commencement date of leaves covered by this article as follows:
    - (1) not later than the fifth (5<sup>th</sup>) month of pregnancy forward to the College a written notice of the date the Employee shall begin pregnancy leave pursuant to clause 37.1 (a); or
    - (2) not later than four (4) weeks prior to the commencement of parental leave pursuant to clause 37.2 (a); and
  - (ii) of the date the Employee shall return to work upon completion of the leave(s) unless the Employee shall take the maximum leave to which the Employee is entitled; or
  - (iii) of the Employee's intention to resign in accordance with clause 15.3 (d).
- (b) ***Amendment to Notice***  
Notice given pursuant to clause 37.3 (a) may be amended from time to time by the Employee:
- (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that date;
  - (ii) 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

- (iii) by adding the date that the Employee shall return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.

(c) **Short Notice**

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

- (i) the date the Employee shall begin pregnancy leave pursuant to clause 37.1(a) where the Employee is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from the pregnancy;
- (ii) the delivery, where the actual delivery occurs sooner than expected;
- (iii) the first arrival of the child or children in the Employee's home, where that arrival is not anticipated or occurs sooner than reasonably expected;
- (iv) the return to work pursuant to clause 37.2 (d);
- (v) the resumption of parental leave by the Employee in accordance with clause 37.2 (d). Where the situations noted in clauses 37.3 (c) (i) through 37.3 (c) (v) inclusive apply, clause 37.3 (b) does not apply.

**Proof of Entitlement**

37.4 (a) Upon the request of the College, where an Employee takes parental leave pursuant to clause 37.2 (a), interrupts and defers leave pursuant to clause 37.2 (d) or gives notice pursuant to clause 37.3 (c), the Employee shall provide such proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

(b) **Certificate as Proof**

The certificate of a legally qualified medical practitioner or, in the case of adoption, of an official adoption agent with knowledge of the proposed adoption, is sufficient proof for the purpose of clause 37.4 (a) of the matters attested to in the certificate.

**Rights of Employee on Pregnancy and/or Parental Leave**

37.5. (a) While an Employee is on Pregnancy and/or Parental Leave, the College shall maintain coverage for health and welfare benefits in accordance with *Article 42: Health and Welfare Benefits* and shall continue to pay its share of premium costs for maintaining such coverage during the period of the Leave(s).

(b) Where an Employee reports for work upon the expiration of the Pregnancy Leave or Parental Leave, the Employee shall resume work in the same position held prior to the commencement of the Leave(s) with no loss of seniority or benefits accrued to the commencement of the Leave(s) or, if the position no longer exists, *Article 30: Job Security* shall apply.

(c) While on Pregnancy or Parental Leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the Leave(s). Such service and seniority shall be deemed to be continuous. However, service accumulated during the Pregnancy or Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Pregnancy and/or Parental Leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a combined total of seventeen (17) days or more during the first and last calendar months of the Leave(s).

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

37.6 An Employee on Pregnancy or Parental Leave who provides the Employer with proof that the Employee has applied for and is eligible to receive Employment Insurance Benefits shall be entitled to the following benefits for either the pregnancy or parental leave, but not both. The Employee shall receive a benefit equivalent to seventy-five percent (75%) of the Employee's bi-weekly salary during the two (2) week Employment Insurance waiting period.

- (a) For fifteen weeks where a waiting period does not apply or for the next fifteen (15) weeks of the Employment Insurance benefits following the waiting period, the Employee's weekly Employment Insurance benefit shall be supplemented to a maximum of ninety-three percent (93%) of the Employee's normal weekly salary, less any other earnings received by the Employee during the benefit period which may result in a decrease in the Employment Insurance benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (b) For the purposes of this supplementary benefit, an Employee's normal weekly salary will be one-half the bi-weekly rate of pay to which the Employee is entitled for the Employee's classification on the day immediately preceding the commencement of pregnancy leave. In the case of Employees working part-time, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.
- (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under this benefit will be adjusted accordingly.
- (d) The College will not reimburse the Employee for any amount the Employee is required to remit to the Government of Canada where the Employee's annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (e) Where a child or children enters the home of an Employee and where both parents are Employees of the College, the supplementary benefit shall apply to one parent only, as determined by the Employees.
- (f) Notwithstanding 37.6 (e), where both parents are Employees of the College and where legislation so permits, the supplementary provisions may be split between the Employees.

### **Other**

37.7 Where the provisions of 37.6 do not apply, an Employee shall be eligible for the following leaves:

- (a) ***Spousal Leave with Pay for Birth of Child***  
On the occasion of an Employee's spouse giving birth to their child, the Employee shall be granted special leave with pay up to a maximum of two (2) days in the period following the birth of their child.
- (b) ***Adoption Leave for Child Five (5) Years of Age or Younger***  
An Employee shall be granted a one (1) day leave with pay for the purpose of adopting a child five (5) years of age or younger. This leave may be divided into two (2) periods and granted on separate days. If both adoptive parents are employed by the College, the total amount of paid leave taken under this clause by either one or both parents shall not exceed one (1) day.

## Article 38: Special Leave

### Special Leave

38.1 The College, in any one year, may grant to an Employee:

- (a) special leave without pay for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those covered under this article for such period as it deems circumstances warrant.

### Bereavement Leave

38.2 An Employee shall be entitled to bereavement leave in accordance with the following:

- (a) In the event of a death in an Employee's immediate family, or in the immediate family of the Employee's spouse, the Employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days for each death. Immediate family is defined as father, mother, brother, sister, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, child or step child or ward, grandparent or grandchild and a relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- (b) Notwithstanding the entitlement of up to five (5) consecutive working days, an Employee's paid leave entitlement for such circumstances will not expire prior to the expiration of seven (7) calendar days commencing midnight following the death.
- (c) Every Employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of the Employee's or the spouse of the Employee's aunt, uncle, niece, or nephew.
- (d) The entitlement noted in clauses 38.2 (a) through 38.2 (c) above is subject to the proviso that proper notification is made by the Employee to the College not later than the day the leave is commenced.
- (e) If an Employee is on vacation or sick leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to the Employee's vacation or sick leave credits.

### Court Leave

38.3 Unless an Employee is on leave of absence without pay or under suspension, leave of absence with pay shall be given for the actual time an Employee is required for jury duty or as a witness before a judicial body.

### Jury Compensation

38.4 Any Employee given leave of absence with pay to serve on a jury pursuant to clause 38.3, may have deducted from the Employee's salary an amount equal to the amount that the Employee receives for such jury duty.

### Leave for Staffing Actions

38.5 When an Employee is a candidate in a personnel selection process for a position in the College, the Employee shall be granted a leave of absence with pay for the period during which the Employee's presence is required for purposes of the selection process and for such further period, as the College considers reasonable, for the Employee to travel to and from the place where the Employee's presence is so required. Such leave of absence shall not be considered to be "on the College's business," for purposes of expenses incurred under *Article 25: Reimbursement for Travel Expenses*. Where the College has so requested the Employee's presence, the Employee shall notify the Employee's Manager of the requirement as soon as possible after the request is known.

### **Leave for Medical and Dental Appointments**

38.6 Employees shall be allowed paid leave of absence up to three (3) days per annum, in order to engage in the Employee's preventive medical and dental care. Such leave shall be debited against sick leave credits. *See Article 36: Sick Leave* for full sick leave provisions.

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

38.7 (a) Any time lost by an Employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an Employee finds it necessary to seek permission to leave prior to the end of the scheduled working day shall be:

- (i) made up by the Employee at a time agreed upon between the Employee and the College; or
- (ii) charged to the Employee's accumulated vacation leave, accumulated holiday time or accumulated overtime; or
- (iii) otherwise deemed to be leave without pay.

(b) Notwithstanding clause 38.7(a), reasonable lateness beyond the beginning of an Employee's scheduled starting time shall not be subject to the provisions of clause 38.7 (a) where the lateness is justified by the Employee being able to establish, to the satisfaction of the College, that every reasonable effort has been made by the Employee to arrive at the workplace at the scheduled time.

(c) In the event of a disagreement between an Employee and his or her supervisor with respect to the application of clause 38.7 (b), the matter will be referred to the College-Union Committee.

#### **(d) Campus Closures**

- (i) Where a Campus is closed due to storms or hazardous conditions, Employees shall not lose salary as a result of such closure. However, such temporary closure shall not be considered a recognized holiday.
- (ii) Should an exceptional circumstance arise where the College requests an Employee to report to work at a Campus during the temporary closure, and the Employee deems it safe to do so, the College shall provide time off in lieu in recognition of the time worked.
- (iii) Once conditions improve, Employees with responsibility for restoring services or securing the Campus who were scheduled to work on the day of the temporary closure will be notified by their manager so that they may prepare the premises for all employees to return. Should an Employee choose to be absent once notified, the provisions of clause 38.7 (a) shall apply.

### **Leave for Family Illness**

38.8 In the case of illness of a member of the Employee's family for whom no one other than the Employee can make arrangements, the Employee may be granted up to a maximum of five (5) days per annum. The College may require proof of the need for such leave. Such leave shall not be unreasonably withheld. For the purposes of this clause 38.8, "family" means spouse, son, daughter, parent, brother, sister, or other relative.

### **Leave for Emergency**

38.9 An Employee shall be granted leave of absence with pay for up to two (2) days for a critical condition which requires the Employee's personal attention resulting from an emergency (fire, flood, etc.), which cannot be serviced by others or attended to by the Employee at a time when the Employee is normally not scheduled for work.

### **Leave of Absence for Political Office**

- 38.10 (a) In this clause, "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a federal or provincial election.
- (b) Where the Employee withdraws as a Candidate and - before the election - notifies the College of the Employee's intention to return to work, the Employee is entitled to return to the position the Employee left two (2) weeks after the notice has been given to the College unless the College and the Employee both agree to the Employee returning at another time.
- (c) An Employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Employee notifies the College that the Employee wishes the leave of absence to be extended for such number of days, not exceeding ninety (90), as the Employee states in the notice and, in such case, the leave of absence shall terminate as stated in the notice.
- (d) An Employee on leave of absence who is an unsuccessful Candidate is entitled to return to the position which that Employee left.
- (e) The leave of absence of an Employee who is a successful Candidate shall be extended from the ordinary polling day of the election during which the Employee is elected until two (2) weeks after:
- (i) the Employee resigns from the position to which the Employee was elected where that resignation occurs before the next election;
  - (ii) where the Assembly is dissolved for the next election, the date the Employee notifies the College that the Employee does intend to be a Candidate at that next election;
  - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or
  - (iv) declaration day for the next election when it is official that the Employee has not been re-elected;
- whichever is the latest.
- (f) Where an Employee is elected for the second time, the leave of absence for the Employee to be a Candidate terminates on the day the Employee is declared elected for the second time and the Employee ceases to be an Employee for all purposes, including entitlement to all Employee benefits, as of that day.
- (g) An Employee who is not re-elected in the second election during the leave of absence may return to the position that Employee left or, where that position has been filled or eliminated, to an equivalent position when the leave of absence expires pursuant to 38.10(e).
- (h) During the Employee's leave of absence to be a Candidate, the Employee shall not be paid. However, the Employee, upon application to the College at any time before the leave of absence, is entitled to pension credit for service during the leave as if the Employee were not on a leave of absence and to medical and health benefits, long-term disability coverage and life insurance coverage, or any one or more of them, if the Employee pays both the Employee's and College's share of the cost.

### **Service Learning Days**

38.11 In keeping with the College commitment to service learning, by supporting and encouraging community service/volunteer work

- (a) Each Employee shall be entitled to four (4) paid days each fiscal year (April 1 through March 31) to help enable service to the community without the Employee having to use earned vacation entitlement to perform such volunteer service.
- (b) To ensure operational requirements are met, an Employee shall request approval from the Employee's Manager to take service learning time off in accordance with the College guidelines.
- (c) Service learning days must be used in the year in which they are allocated and cannot be carried forward to another year.
- (d) There shall be no pay-out of unused service learning days.
- (e) An Employee shall report all service learning days on bi-weekly absence records.

### **Military Leave**

38.12 Where operational requirements permit, an Employee may be granted leave of absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.

- (a) An Employee who is given leave of absence with pay pursuant to this clause shall have deducted from the Employee's salary an amount equal to the amount paid by the Department of National Defense to the Employee as salary.
- (b) Where an Employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this letter of understanding, the Employee shall receive full salary from the College notwithstanding amounts paid to the Employee by the Department of National Defense.

### **Leave for State of Emergency**

38.13 An Employee shall not suffer a loss of salary or benefits as a consequence of a state of emergency declared by the Province of Nova Scotia.

## **Article 39: Union Leave**

### **Leave without Pay**

- 39.1 (a) Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to Employees who are elected:
- (i) as members of the Board of Directors of the Union for the attendance at Board meetings;
  - (ii) as members of the Bargaining Unit Negotiating Council of the Union for the attendance at Council Meetings;
  - (iii) as required delegates to attend special conventions including, N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
  - (iv) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
  - (v) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour.



Such permission will not be unreasonably withheld.

(b) **Notification to College**

The Union shall notify the College of the names of members of the Board of Directors and Bargaining Unit Negotiating Council.

**Leave with Pay**

39.2 (a) **Annual Meeting**

(i) Where operational requirements permit and on reasonable notice, the College shall grant special leave with pay for a period not exceeding two (2) days, and special leave with pay for traveling time for such portion of the working day prior to and following the meeting as may be required, to Employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.

(ii) The Union shall notify the College of the names of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

(b) **Number of Employees Eligible**

The number of Employees eligible for special leave provisions under clauses 39.1(a) and 39.2 (a) shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.

(c) **Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the College shall grant special leave with pay for not more than three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the College on behalf of the Union. Such permission shall not be unreasonably withheld.

(d) **Arbitration**

Where operational requirements permit, and on reasonable notice, the College shall grant special leave with pay to an Employee who is called as a witness by an Arbitration Board prescribed by *Article 13: Complaint, Grievance and Arbitration Procedure*.

(e) **Grievance Meetings**

Where operational requirements permit, and on reasonable notice, the College shall grant special leave to an Employee:

(i) where the College originates a meeting with the Employee who has presented the grievance, special leave with pay;

(ii) where an Employee has presented a grievance, and a hearing is held at the final level of the grievance process, special leave with pay to attend the hearing.

(f) **No Loss of Service**

For the purpose of this article, approved special leave without pay shall not be subject to the provisions of clause 29.1 (a) (iii).

(g) **Full-time President**

Leave of absence for the full-time President of the Union shall be granted in accordance with *Article 40: Leave for Union President*.

### **Leave with or without Pay**

- 39.3 (a) Where an Employee wishes to meet with the Employee's Union representative for a reason not included in clauses 39.1 or 39.2, the Employee and the Union shall attempt to hold such meeting outside of scheduled working hours.
- (b) Where it is not reasonably possible for a meeting in accordance with clause 39.3 (a) to occur outside scheduled working hours, the following provisions shall apply:
- (i) Approval to attend the meeting shall be subject to operational requirements, as determined by the College and shall not be unreasonably denied;
  - (ii) An Employee shall specify the requested duration of the time away from scheduled work at the time the request is made;
  - (iii) Where reasonable notice has been provided and the College approves time away from work for up to two (2) hours during any shift, the College may require the Employee to make up the time lost at a time agreeable to the College within ten (10) working days following the meeting.
  - (iv) Where reasonable notice has been provided and the College approves time away from work for more than two (2) hours, the Union shall reimburse the College for the salary paid to the Employee for time not worked.

## **Article 40: Leave for Union President**

### **Notification of Intent**

- 40.1 Any Employee who declares an intention to offer for the position of President of the Union shall notify the College, in writing, as soon as possible after declaring the intention to seek the office of President.

### **Leave of Absence**

- 40.2 Any Employee elected as President of the Union shall be given a leave of absence by the College for the term(s) the Employee is to serve.

### **Notice Prior to Leave**

- 40.3 If successful, the Employee shall request, in writing, leave to assume Union presidential duties at least eight (8) weeks or, where operational requirements permit, a shorter period in advance of the date upon which the Employee wishes to commence the leave. The leave of absence granted in accordance with clause 40.2 must begin and end at a time that minimizes the impact on services.

### **Benefits to Continue**

- 40.4 All benefits of the Employee shall continue in effect while the Employee is serving as Union President and, for such purposes, the Employee shall be deemed to be in the employ of the College.

### **Union to Reimburse College**

- 40.5 Notwithstanding clause 40.4, 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.

### **Return to Position**

40.6 An Employee serving as President of the Union shall be reinstated to the position held immediately prior to assuming the position of Union President or to a comparable position agreed upon between the College and the Employee.

### **Position Held for Forty-Eight Months**

40.7 Notwithstanding clauses 40.2 and 40.6 and except where the provisions of *Article 30: Job Security* apply, the former position held by the President of the Union shall be held for the Employee for forty-eight (48) months.

### **Term Replacement**

40.8 Notwithstanding clause 17.4 (a) limiting the period for a temporary replacement for up to twenty-four (24) months, the duration of the term full- or part-time Employee appointed to replace an Employee serving as President of the Union shall be for a period of up to forty-eight (48) months.

## **BENEFITS**

### **Article 41: Pension and Service Award**

#### **Pension**

41.1 The Employees covered by this Collective Agreement shall continue to be covered by the provisions of the **Public Service Superannuation Act**, as amended from time to time.

#### **Service Award**

41.2 (a) An Employee hired prior to August 1, 1998 who is retired because of age or mental or physical incapacity shall be granted a service award in accordance with the provisions outlined in *Schedule 2: Public Service Award*.

(b) An Employee hired on or after August 1, 1998 who is retired because of age or mental or physical incapacity shall be granted a College Service Award in accordance with the provisions outlined in *Schedule 3: College Service Award*.

### **Article 42: Health and Welfare Benefits**

#### **Compensation for Injury on Duty**

##### **42.1 (a) Reporting of Injuries**

An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of the Employee's duties to the Employee's Manager in such manner or on such form as the College may from time to time prescribe.

##### **(b) Record of Injury**

The College shall maintain a record of an Employee's injury on duty and shall accept liability for any recurring disability whilst in its employ that is attributable to the original injury.

##### **(c) Recurring Disability**

Where disability attributable to the original injury occurs, Employees who have ceased to be Employees of the College shall, where entitlement is established under the same provisions as contained in the **Workers' Compensation Act**, receive benefits the same as contained in the said **Act**.

##### **(d) Injury Pay Provisions**

When an Employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the Employee is unable to perform the Employee's duties, the College shall grant to the Employee injury on duty leave with pay at the level of

compensation and in the manner prescribed by the **Workers Compensation Act** for such a period as the Workers' Compensation Board may specify. The College agrees to top-up injury on duty pay to one hundred percent (100%) of net average earnings.

(e) **Vacation Credits Granted**

During the first one hundred (100) days of leave for injury on duty, an Employee shall be granted vacation leave credits as though the Employee were on sick leave for the hundred days.

## **Group Insurance Plans**

### **Employees Under Age 65**

42.2 (a) *Full-Time Employees Under Age Sixty Five (65):*

Unless amended in accordance with *Letter of Understanding #3: Joint Benefits Committee*, the College shall continue to participate with full-time Employees under the age of sixty-five (65) in the provision of medical, dental and life insurance plans as exist at the coming into force of this Collective Agreement as follows:

- (i) The College shall pay seventy percent (70%) of the total premium cost for the medical plan coverage.
- (ii) The College shall pay fifty percent (50%) of the total premium cost for Employee basic life and accidental death and dismemberment (AD&D), each to a maximum of sixty thousand dollars (\$60,000).
- (iii) The College shall pay fifty percent (50%) of the total premium cost for dependent life insurance coverage to a maximum of five thousand dollars (\$5,000) for each dependent child, life insurance for an Employee's spouse to a maximum of ten thousand dollars (\$10,000).
- (iv) The College shall pay seventy percent (70%) of the total premium cost for the dental plan coverage.
- (v) The College shall pay seventy percent (70%) of the cost of travel insurance.

(b) *Part-Time Employees Under Age Sixty Five (65):*

Unless amended in accordance with *Letter of Understanding #3: Joint Benefits Committee*, the College shall continue to participate with part-time Employees under the age of sixty-five (65) in the provision of medical, dental and life insurance plans as exist at the coming into force of this Collective Agreement as follows:

- (i) The College shall pay seventy percent (70%) of the total premium cost for the medical plan coverage.
- (ii) The College shall pay fifty percent (50%) of the total premium cost for Employee basic life and accidental death and dismemberment (AD&D) insurance, each to a maximum value of sixty thousand dollars (\$60,000). The salary upon which the basic life insurance and AD&D are based shall be a pro-rated amount equivalent to the percentage of full-time hours worked. For greater certainty, an Employee who works fifty percent (50%) of the regular hours of a position with an annual full-time salary of forty thousand dollars (\$40,000) shall have the basic life/AD&D benefit calculated on fifty percent (50%) of that salary – i.e. twenty thousand dollars (\$20,000). In cases where the where the calculation of the benefit based on the pro-rated salary exceeds sixty thousand dollars (\$60,000), the maximum benefit paid shall be sixty thousand dollars (\$60,000) for each of basic life and AD&D.

- (iii) The College shall pay fifty percent (50%) of the total premium cost for dependent life insurance coverage to a maximum of five thousand dollars (\$5,000) for each dependent child, life insurance for an Employee's spouse to a maximum of ten thousand dollars (\$10,000).
- (iv) The College shall pay seventy percent (70%) of the total premium cost for the dental plan coverage.
- (v) The College shall pay seventy percent (70%) of the cost of travel insurance.

**Employees Over Age 65 and Under Age Seventy (70)**

42.3 Upon reaching the age of sixty-five (65) and under age seventy (70) the following provisions shall apply to non-retired Employees:

- (a) Full and part-time Employees shall assume personal responsibility for drug coverage, in accordance with the provisions of the Province of Nova Scotia PharmaCare Program.
- (b) Notwithstanding clause 42.3 (a), eligible dependents shall continue to be covered by the medical plan as outlined in clause 42.2. The College shall pay seventy percent (70%) of the total premium cost for the medical plan coverage.
- (c) The College shall pay fifty percent (50%) of the total premium cost for Employee basic life and accidental death and dismemberment (AD&D) insurance, each to a maximum value of fifty thousand dollars (\$50,000). Where an Employee works part-time, the salary upon which the basic life insurance and AD&D benefit shall be based is on a pro-rated amount equivalent to the percentage of full-time hours worked as outlined in clause 42.2(b)(ii).
- (d) The College shall pay fifty percent (50%) of the total premium cost for dependent life insurance coverage to a maximum of five thousand dollars (\$5,000) for each dependent child, life insurance for an Employee's spouse to a maximum of ten thousand dollars (\$10,000).
- (e) The College shall pay seventy percent (70%) of the total premium cost for the dental plan coverage.

**Health Spending Account (HSA)**

- 42.4 (a) Effective April 1, 2011, the College will provide each Employee participating in medical plan coverage outlined in clauses 42.2 and 42.3 with a health spending account (HSA) in the amount of two hundred dollars (\$200.00) annually.
- (b) A year, for purposes of the HSA, comprises the period April 1 through March 31.
- (c) Notwithstanding clause 42.4 (a), an Employee who is appointed after April 1 in any year shall be entitled to an amount pro-rated in accordance with the appointment date.
- (d) An Employee may use the HSA to cover medical and dental expenses considered eligible under the *Income Tax Act* that are not reimbursed by the Employee's medical plan or the Employee's spouse's medical plan or any government plan.
- (e) An Employee may use the HSA to cover the eligible expenses in accordance with the *Income Tax Act* for any dependent of the Employee covered by the College's medical plan.
- (f) Additional details on eligible expenses and processes will be available to Employees on ourNSCC, the College internal website for Employees.

- (g) The Health Spending Account shall be funded one hundred percent (100%) by the College.
- (h) Any unused balance in an Employee's HSA in one year may be carried forward to a second year, but any balance remaining from the year first deposited will lapse if not expended by the end of the second year.
- (i) There shall be no pay-out of unused balances in taxable cash. Details on limitations on carry-over amounts will be available on ourNSCC.
- (j) No provision of this HSA shall contravene any provision of the *Income Tax Act*.

## **Article 43: Deferred Salary Leave Plan**

### **Purpose**

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

### **Eligibility**

43.2 Participation in this Plan is limited to regular full- or part-time Employees. An Employee may apply for such Leave once every six (6) years of continuous service, unless the Manager agrees to a period of less than six (6) years.

### **Terms of Reference**

- 43.3 (a) It is the intent of both the Union and the College that the quality and delivery of service to the students of the College be maintained.
- (b) Where, in the opinion of the College, a replacement for the Employee on Leave is required, the appointment shall be in accordance with clause 17.4 (a).

### **Application**

43.4 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 deferral is to commence.

### **Approval**

- 43.5 (a) Approval to participate in this Plan is at the discretion of the College.
- (b) The College shall inform the Employee of its decision not later than three (3) months prior to the month in which the requested salary deferral 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 or denied, the Union shall be notified.

### **Conditions**

43.6 The payment of salary shall be as follows:

- (a) In each year of the Plan preceding the leave [up to a maximum of six (6) years], an Employee shall be paid a reduced percentage of the applicable bi-weekly salary in accordance with a contract between the Employee and the College. The remaining percentage of bi-weekly salary shall be deferred. This accumulated amount plus interest earned shall be retained for the Employee by the College to finance the Leave.
- (b) The percentage of salary deferred on a bi-weekly basis in any one (1) year shall not be less than five percent (5%) and not greater than thirty-three and one third percent (33 1/3%).

- (c) The calculation of interest under terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the main branch in Nova Scotia of the bank with which the College deals. Interest shall be based upon the average daily balance of the account and credited to the Employee's account on the first day of the following calendar month.
- (d) During the Leave, an Employee cannot receive any remuneration from the College.

**Benefits**

43.7 While an Employee is enrolled in the Plan and not on Leave, any benefits tied to salary shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the Plan. All other benefits shall be in accordance with the Collective Agreement.

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

**Return to Regular Assignment**

- 43.8 (a) Revenue Canada Regulations require an Employee to return to the College upon completion of the Leave for a period that is not less than the duration of the Leave.
- (b) Upon completion of the Leave, the Employee shall be reinstated to the continuing full- or part-time position held immediately prior to the Leave. If the position held by the Employee immediately prior to the Leave no longer exists, the Employee shall be subject to the provisions of *Article 30: Job Security*.

**Withdrawal from the Plan**

43.9 An Employee who ceases to be employed by the College or is laid off in accordance with *Article 30: Job Security* during the period of the deferral shall withdraw from the Plan. Repayment shall be pursuant to clause 43.9 (b).

- (a) In extenuating circumstances such as, but not limited to, financial hardship or serious illness and with the approval of the College, an Employee may withdraw from the Plan not later than three (3) months prior to the date established for the Leave. Notwithstanding the three (3) month notice period, the College may - where operational requirements permit - accept a lesser notice period. Such approval shall not be unreasonably withheld. Repayment shall be pursuant to clause 43.9 (b).



- (b) If an Employee withdraws from the Plan, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (c) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the beneficiary specified in the life insurance policy of health and welfare benefits or to the Employee's estate within two (2) bi-weekly pay periods, where possible.

**Amendment**

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

**Amendment to the Plan**

- 43.11 The plan shall not be amended except by mutual agreement of the College and the Union.

**Article 44: Amendment**

- 44.1 If, at any time during the term of this Collective Agreement, the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Collective Agreement, they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof.

**Article 45: Entire Agreement**

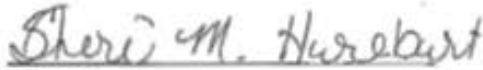
- 45.1 This Collective Agreement constitutes the entire Collective Agreement between the parties and supersedes and replaces all previous Collective Agreements and practices, both written and oral.

**Article 46: Term of Collective Agreement**

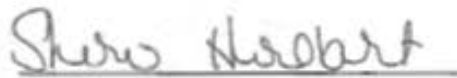
- 46.1 This Collective Agreement shall be for the period commencing April 1, 2010 and ending March 31, 2012, and shall remain in effect from year-to-year thereafter unless one of the Parties hereto notifies the other in writing within a period of not less than ninety (90) working days prior to the automatic renewal date of its intention to revise or amend this Collective Agreement.
- 46.2 All provisions of this Collective Agreement shall come into force and effect on the date of signing of this Collective Agreement except for:
- (a) Clause 20.2 which shall come into force and effect on April 1, 2010.
  - (b) Any provisions that specify another effective date.

In witness whereof, the parties hereto have executed this Collective Agreement on October 26, 2011 at Halifax, Nova Scotia.

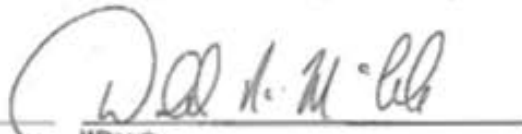
  
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President  
Nova Scotia Government and General Employees Union

  
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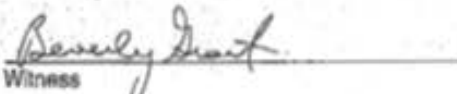
  
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Lead Negotiator  
Nova Scotia Government and General Employees Union

  
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President  
Nova Scotia Community College

  
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Lead Negotiator  
Nova Scotia Community College

  
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Witness

## Schedule 1: Operational Support Classification and Salary Plan

### 1.1 Communication Support

(a) *Effective 1 April 2010 – 1.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CS 1	\$1,229.56 \$31,968.47	\$1,277.70 \$33,220.29	\$1,325.89 \$34,473.09	\$1,374.10 \$35,726.56	\$1,429.23 \$37,159.99	\$1,491.18 \$38,770.72
CS 2	\$1,277.70 \$33,220.29	\$1,325.89 \$34,473.09	\$1,374.10 \$35,726.56	\$1,429.23 \$37,160.00	\$1,491.18 \$38,770.73	\$1,553.17 \$40,382.47
CS 3	\$1,325.89 \$34,473.09	\$1,374.10 \$35,726.56	\$1,429.23 \$37,159.99	\$1,491.18 \$38,770.72	\$1,553.17 \$40,382.47	\$1,615.16 \$41,994.20
CS 4	\$1,374.10 \$35,726.56	\$1,429.23 \$37,159.99	\$1,491.18 \$38,770.72	\$1,553.17 \$40,382.47	\$1,615.16 \$41,994.20	\$1,683.96 \$43,782.93
CS 5	\$1,429.23 \$37,159.99	\$1,491.18 \$38,770.72	\$1,553.17 \$40,382.47	\$1,615.16 \$41,994.20	\$1,683.96 \$43,782.93	\$1,752.87 \$45,574.63
CS 6	\$1,491.18 \$38,770.72	\$1,553.17 \$40,382.47	\$1,615.16 \$41,994.20	\$1,683.96 \$43,782.93	\$1,752.87 \$45,574.63	\$1,828.55 \$47,542.33
CS 7	\$1,553.17 \$40,382.47	\$1,615.16 \$41,994.20	\$1,683.96 \$43,782.93	\$1,752.87 \$45,574.63	\$1,828.55 \$47,542.33	\$1,904.32 \$49,512.35
CS 8	\$1,615.16 \$41,994.20	\$1,683.96 \$43,782.93	\$1,752.87 \$45,574.63	\$1,828.55 \$47,542.33	\$1,904.32 \$49,512.35	\$1,980.12 \$51,483.02
CS 9	\$1,683.96 \$43,782.93	\$1,752.87 \$45,574.63	\$1,828.55 \$47,542.33	\$1,904.32 \$49,512.35	\$1,980.12 \$51,483.02	\$2,055.86 \$53,452.37
CS 10	\$1,752.87 \$45,574.63	\$1,828.55 \$47,542.33	\$1,904.32 \$49,512.35	\$1,980.12 \$51,483.02	\$2,055.86 \$53,452.37	\$2,138.42 \$55,599.04
CS 11	\$1,828.55 \$47,542.33	\$1,904.32 \$49,512.35	\$1,980.12 \$51,483.02	\$2,055.86 \$53,452.37	\$2,138.42 \$55,599.04	\$2,221.05 \$57,747.37
CS 12	\$1,904.32 \$49,512.35	\$1,980.12 \$51,483.02	\$2,055.86 \$53,452.37	\$2,138.42 \$55,599.04	\$2,221.05 \$57,747.37	\$2,310.58 \$60,075.01
CS 13	\$1,980.12 \$51,483.02	\$2,055.86 \$53,452.37	\$2,138.42 \$55,599.04	\$2,221.05 \$57,747.37	\$2,310.58 \$60,075.01	\$2,407.02 \$62,582.60
CS 14	\$2,055.86 \$53,452.37	\$2,138.42 \$55,599.04	\$2,221.05 \$57,747.37	\$2,310.58 \$60,075.01	\$2,407.02 \$62,582.60	\$2,503.41 \$65,088.54
CS 15	\$2,138.42 \$55,599.04	\$2,221.05 \$57,747.37	\$2,310.58 \$60,075.01	\$2,407.02 \$62,582.60	\$2,503.41 \$65,088.54	\$2,606.67 \$67,773.43

**(b) Effective 1 April 2011 – 1.0% increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
CS 1	\$1,241.85 \$32,288.16	\$1,290.48 \$33,552.49	\$1,339.15 \$34,817.82	\$1,387.84 \$36,083.82	\$1,443.52 \$37,531.59	\$1,506.09 \$39,158.43
CS 2	\$1,290.48 \$33,552.49	\$1,339.15 \$34,817.82	\$1,387.84 \$36,083.83	\$1,443.52 \$37,531.60	\$1,506.09 \$39,158.43	\$1,568.70 \$40,786.29
CS 3	\$1,339.15 \$34,817.82	\$1,387.84 \$36,083.82	\$1,443.52 \$37,531.59	\$1,506.09 \$39,158.43	\$1,568.70 \$40,786.29	\$1,631.31 \$42,414.14
CS 4	\$1,387.84 \$36,083.82	\$1,443.52 \$37,531.59	\$1,506.09 \$39,158.43	\$1,568.70 \$40,786.29	\$1,631.31 \$42,414.14	\$1,700.80 \$44,220.76
CS 5	\$1,443.52 \$37,531.59	\$1,506.09 \$39,158.43	\$1,568.70 \$40,786.29	\$1,631.31 \$42,414.14	\$1,700.80 \$44,220.76	\$1,770.40 \$46,030.38
CS 6	\$1,506.09 \$39,158.43	\$1,568.70 \$40,786.29	\$1,631.31 \$42,414.14	\$1,700.80 \$44,220.76	\$1,770.40 \$46,030.38	\$1,846.84 \$48,017.76
CS 7	\$1,568.70 \$40,786.29	\$1,631.31 \$42,414.14	\$1,700.80 \$44,220.76	\$1,770.40 \$46,030.38	\$1,846.84 \$48,017.76	\$1,923.36 \$50,007.47
CS 8	\$1,631.31 \$42,414.14	\$1,700.80 \$44,220.76	\$1,770.40 \$46,030.38	\$1,846.84 \$48,017.76	\$1,923.36 \$50,007.47	\$1,999.92 \$51,997.85
CS 9	\$1,700.80 \$44,220.76	\$1,770.40 \$46,030.38	\$1,846.84 \$48,017.76	\$1,923.36 \$50,007.47	\$1,999.92 \$51,997.85	\$2,076.42 \$53,986.90
CS 10	\$1,770.40 \$46,030.38	\$1,846.84 \$48,017.76	\$1,923.36 \$50,007.47	\$1,999.92 \$51,997.85	\$2,076.42 \$53,986.90	\$2,159.81 \$56,155.03
CS 11	\$1,846.84 \$48,017.76	\$1,923.36 \$50,007.47	\$1,999.92 \$51,997.85	\$2,076.42 \$53,986.90	\$2,159.81 \$56,155.03	\$2,243.26 \$58,324.85
CS 12	\$1,923.36 \$50,007.47	\$1,999.92 \$51,997.85	\$2,076.42 \$53,986.90	\$2,159.81 \$56,155.03	\$2,243.26 \$58,324.85	\$2,333.68 \$60,675.76
CS 13	\$1,999.92 \$51,997.85	\$2,076.42 \$53,986.90	\$2,159.81 \$56,155.03	\$2,243.26 \$58,324.85	\$2,333.68 \$60,675.76	\$2,431.09 \$63,208.42
CS 14	\$2,076.42 \$53,986.90	\$2,159.81 \$56,155.03	\$2,243.26 \$58,324.85	\$2,333.68 \$60,675.76	\$2,431.09 \$63,208.42	\$2,528.44 \$65,739.42
CS 15	\$2,159.81 \$56,155.03	\$2,243.26 \$58,324.85	\$2,333.68 \$60,675.76	\$2,431.09 \$63,208.42	\$2,528.44 \$65,739.42	\$2,632.74 \$68,451.17

**(c) Communication Support Position Titles**

<b>Grade</b>	<b>Position Title</b>
<b>1</b>	Customer Service Assistant
	Student Life Assistant
<b>3</b>	Marketing & Communications Associate
<b>4</b>	Student Account Analyst
	Access Program Administrator
	Campus Events Coordinator
	NSCC Sport & Wellness Center Associate
<b>6</b>	Information Services Specialist 1
	Scheduler
	Admissions Communications Specialist
<b>7</b>	Research Associate
<b>8</b>	Information Services Specialist 2
	Course Catalogue Specialist
	Coordinator Admissions and Service
<b>10</b>	Curriculum Support Specialist
	Business Development Training Associate
	Research Associate II
	Online Services Specialist
	Residence Coordinator
<b>11</b>	Information Services Lead
<b>12</b>	Student Financial Analyst
<b>13</b>	Safety Officer
<b>14</b>	Computer Systems Specialist
	Functional Support Analyst
	Application Analyst
	Curriculum Services Coordinator
	Senior Web Interface Developer
	Purchasing Coordinator

## 1.2 Facilities Support

(a) *Effective 1 April 2010 – 1.0% increase*

Grade	Step 1	Step 2
FS 1	\$1,129.68 \$29,371.57	\$1,152.50 \$29,965.05
FS 2	\$1,175.16 \$30,554.24	\$1,197.86 \$31,144.42
FS 3	\$1,197.86 \$31,144.42	\$1,220.61 \$31,735.91
FS 4	\$1,220.61 \$31,735.91	\$1,243.34 \$32,326.75
FS 5	\$1,243.34 \$32,326.75	\$1,274.53 \$33,137.91
FS 6	\$1,274.53 \$33,137.91	\$1,306.69 \$33,973.88
FS 7	\$1,306.69 \$33,973.88	\$1,338.78 \$34,808.21
FS 8	\$1,338.78 \$34,808.21	\$1,370.87 \$35,642.52
FS 9	\$1,370.87 \$35,642.52	\$1,403.02 \$36,478.50
FS 10	\$1,403.02 \$36,478.50	\$1,443.18 \$37,522.55
FS 11	\$1,443.18 \$37,522.55	\$1,483.27 \$38,564.96
FS 12	\$1,483.27 \$38,564.96	\$1,523.42 \$39,609.01
FS 13	\$1,523.42 \$39,609.01	\$1,571.62 \$40,862.15
FS 14	\$1,571.62 \$40,862.15	\$1,651.84 \$42,947.95
FS 15	\$1,651.84 \$42,947.95	\$1,708.07 \$44,409.82
FS 16	\$1,708.07 \$44,409.82	\$1,764.23 \$45,870.07
FS 17	\$1,764.23 \$45,870.07	\$1,834.80 \$47,704.87

**(b) Effective 1 April 2011 – 1.0% increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>
FS 1	\$1,140.97 \$29,665.28	\$1,164.03 \$30,264.70
FS 2	\$1,186.91 \$30,859.78	\$1,209.84 \$31,455.86
FS 3	\$1,209.84 \$31,455.86	\$1,232.82 \$32,053.27
FS 4	\$1,232.82 \$32,053.27	\$1,255.77 \$32,650.02
FS 5	\$1,255.77 \$32,650.02	\$1,287.28 \$33,469.29
FS 6	\$1,287.28 \$33,469.29	\$1,319.75 \$34,313.62
FS 7	\$1,319.75 \$34,313.62	\$1,352.17 \$35,156.29
FS 8	\$1,352.17 \$35,156.29	\$1,384.57 \$35,998.95
FS 9	\$1,384.57 \$35,998.95	\$1,417.05 \$36,843.28
FS 10	\$1,417.05 \$36,843.28	\$1,457.61 \$37,897.78
FS 11	\$1,457.61 \$37,897.78	\$1,498.10 \$38,950.61
FS 12	\$1,498.10 \$38,950.61	\$1,538.66 \$40,005.10
FS 13	\$1,538.66 \$40,005.10	\$1,587.34 \$41,270.77
FS 14	\$1,587.34 \$41,270.77	\$1,668.36 \$43,377.43
FS 15	\$1,668.36 \$43,377.43	\$1,725.15 \$44,853.92
FS 16	\$1,725.15 \$44,853.92	\$1,781.88 \$46,328.77
FS 17	\$1,781.88 \$46,328.77	\$1,853.15 \$48,181.92

**(c) Facilities Support Position Titles**

<b>Grade</b>	<b>Position Title</b>
<b>2/4</b>	Facilities Support Assistant
<b>5/7</b>	Facilities Support Lead
	Lead Public Safety Officer
	Utility Driver
<b>7/9</b>	Building Services Assistant
<b>8/10</b>	Facilities Operator
<b>10/12</b>	Building Services Lead
<b>15/17</b>	Carpenter
	Electrician
	Energy Controls Technician



## 1.3 General Services

### (a) Effective 1 April 2010 – 1.0% increase

Grade	Step 1	Step 2	Step 3
GS 1	\$911.12 \$23,689.03	\$924.07 \$24,025.91	\$930.26 \$24,186.68
GS 2	\$937.00 \$24,362.01	\$949.91 \$24,697.79	\$956.11 \$24,858.89
GS 3	\$949.91 \$24,697.79	\$962.77 \$25,031.92	\$975.71 \$25,368.35
GS 4	\$962.77 \$25,031.92	\$975.71 \$25,368.35	\$995.06 \$25,871.53
GS 5	\$982.22 \$25,537.74	\$1,001.53 \$26,039.91	\$1,014.47 \$26,376.35
GS 6	\$1,007.99 \$26,207.64	\$1,020.91 \$26,543.75	\$1,033.84 \$26,879.86
GS 7	\$1,040.30 \$27,047.91	\$1,053.21 \$27,383.36	\$1,072.58 \$27,887.19
GS 8	\$1,053.21 \$27,383.36	\$1,072.58 \$27,887.19	\$1,091.92 \$28,390.03
GS 9	\$1,072.58 \$27,887.19	\$1,091.92 \$28,390.03	\$1,111.37 \$28,895.52
GS 10	\$1,091.92 \$28,390.03	\$1,117.80 \$29,062.92	\$1,143.62 \$29,734.14
GS 11	\$1,117.80 \$29,062.92	\$1,143.62 \$29,734.14	\$1,163.02 \$30,238.64
GS 12	\$1,143.62 \$29,734.14	\$1,163.02 \$30,238.64	\$1,188.92 \$30,911.84
GS 13	\$1,188.92 \$30,911.84	\$1,223.17 \$31,802.41	\$1,250.51 \$32,513.34
GS 14	\$1,223.17 \$31,802.41	\$1,250.51 \$32,513.34	\$1,277.91 \$33,225.58
GS 15	\$1,277.91 \$33,225.58	\$1,312.15 \$34,115.81	\$1,346.36 \$35,005.37
GS 16	\$1,312.15 \$34,115.81	\$1,346.36 \$35,005.37	\$1,397.55 \$36,336.25
GS 17	\$1,346.36 \$35,005.37	\$1,397.55 \$36,336.25	\$1,450.67 \$37,717.41
GS 18	\$1,397.55 \$36,336.25	\$1,450.67 \$37,717.41	\$1,505.90 \$39,153.49
GS 19	\$1,450.67 \$37,717.41	\$1,505.90 \$39,153.49	\$1,563.03 \$40,638.85
GS 20	\$1,563.03 \$40,638.85	\$1,598.32 \$41,556.21	\$1,656.84 \$43,077.97
GS 21	\$1,598.32 \$41,556.21	\$1,656.84 \$43,077.97	\$1,682.65 \$43,748.86

**(b) Effective 1 April 2011 – 1.0% increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
GS 1	\$920.23 \$23,925.92	\$933.31 \$24,266.16	\$939.56 \$24,428.54
GS 2	\$946.37 \$24,605.63	\$959.41 \$24,944.77	\$965.67 \$25,107.48
GS 3	\$959.41 \$24,944.77	\$972.39 \$25,282.24	\$985.46 \$25,622.04
GS 4	\$972.39 \$25,282.24	\$985.46 \$25,622.04	\$1,005.01 \$26,130.24
GS 5	\$992.04 \$25,793.11	\$1,011.55 \$26,300.31	\$1,024.62 \$26,640.11
GS 6	\$1,018.07 \$26,469.71	\$1,031.12 \$26,809.18	\$1,044.18 \$27,148.66
GS 7	\$1,050.71 \$27,318.39	\$1,063.74 \$27,657.19	\$1,083.31 \$28,166.07
GS 8	\$1,063.74 \$27,657.19	\$1,083.31 \$28,166.07	\$1,102.84 \$28,673.93
GS 9	\$1,083.31 \$28,166.07	\$1,102.84 \$28,673.93	\$1,122.48 \$29,184.47
GS 10	\$1,102.84 \$28,673.93	\$1,128.98 \$29,353.55	\$1,155.06 \$30,031.48
GS 11	\$1,128.98 \$29,353.55	\$1,155.06 \$30,031.48	\$1,174.65 \$30,541.02
GS 12	\$1,155.06 \$30,031.48	\$1,174.65 \$30,541.02	\$1,200.81 \$31,220.96
GS 13	\$1,200.81 \$31,220.96	\$1,235.40 \$32,120.43	\$1,263.02 \$32,838.47
GS 14	\$1,235.40 \$32,120.43	\$1,263.02 \$32,838.47	\$1,290.69 \$33,557.84
GS 15	\$1,290.69 \$33,557.84	\$1,325.27 \$34,456.97	\$1,359.82 \$35,355.43
GS 16	\$1,325.27 \$34,456.97	\$1,359.82 \$35,355.43	\$1,411.52 \$36,699.62
GS 17	\$1,359.82 \$35,355.43	\$1,411.52 \$36,699.62	\$1,465.18 \$38,094.58
GS 18	\$1,411.52 \$36,699.62	\$1,465.18 \$38,094.58	\$1,520.96 \$39,545.02
GS 19	\$1,465.18 \$38,094.58	\$1,520.96 \$39,545.02	\$1,578.66 \$41,045.24
GS 20	\$1,578.66 \$41,045.24	\$1,614.30 \$41,971.77	\$1,673.41 \$43,508.75
GS 21	\$1,614.30 \$41,971.77	\$1,673.41 \$43,508.75	\$1,699.47 \$44,186.35

**(c) General Services Position Titles**

<b>Grade</b>	<b>Position Title</b>
<b>2</b>	General Services Assistant
<b>14</b>	Food Services Assistant
<b>16</b>	Food Services in Charge
<b>18</b>	Cook

## 1.4 Office Administrative

(a) *Effective 1 April 2010 – 1.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
OA 1	\$1,053.19 \$27,383.02	\$1,075.07 \$27,951.69	\$1,097.04 \$28,523.02	\$1,118.92 \$29,092.02	\$1,140.94 \$29,664.33
OA 2	\$1,075.07 \$27,951.69	\$1,097.04 \$28,523.02	\$1,118.92 \$29,092.02	\$1,140.94 \$29,664.33	\$1,162.86 \$30,234.33
OA 3	\$1,097.04 \$28,523.02	\$1,118.92 \$29,092.02	\$1,140.94 \$29,664.33	\$1,162.86 \$30,234.33	\$1,184.77 \$30,804.00
OA 4	\$1,118.92 \$29,092.02	\$1,140.94 \$29,664.33	\$1,162.86 \$30,234.33	\$1,184.77 \$30,804.00	\$1,206.78 \$31,376.31
OA 5	\$1,140.94 \$29,664.33	\$1,162.86 \$30,234.33	\$1,184.77 \$30,804.00	\$1,206.78 \$31,376.31	\$1,236.11 \$32,138.84
OA 6	\$1,162.86 \$30,234.33	\$1,184.77 \$30,804.00	\$1,206.78 \$31,376.31	\$1,236.11 \$32,138.84	\$1,265.79 \$32,910.64
OA 7	\$1,184.77 \$30,804.00	\$1,206.78 \$31,376.31	\$1,236.11 \$32,138.84	\$1,265.79 \$32,910.64	\$1,304.54 \$33,917.99
OA 8	\$1,206.78 \$31,376.31	\$1,236.11 \$32,138.84	\$1,265.79 \$32,910.64	\$1,304.54 \$33,917.99	\$1,343.27 \$34,924.98
OA 9	\$1,236.11 \$32,138.84	\$1,265.79 \$32,910.64	\$1,304.54 \$33,917.99	\$1,343.27 \$34,924.98	\$1,382.09 \$35,934.31
OA 10	\$1,265.79 \$32,910.64	\$1,304.54 \$33,917.99	\$1,343.27 \$34,924.98	\$1,382.09 \$35,934.31	\$1,420.79 \$36,940.65
OA 11	\$1,304.54 \$33,917.99	\$1,343.27 \$34,924.98	\$1,382.09 \$35,934.31	\$1,420.79 \$36,940.65	\$1,459.60 \$37,949.65
OA 12	\$1,343.27 \$34,924.98	\$1,382.09 \$35,934.31	\$1,420.79 \$36,940.65	\$1,459.60 \$37,949.65	\$1,498.37 \$38,957.64
OA 13	\$1,382.09 \$35,934.31	\$1,420.79 \$36,940.65	\$1,459.60 \$37,949.65	\$1,498.37 \$38,957.64	\$1,537.11 \$39,964.98
OA 14	\$1,420.79 \$36,940.65	\$1,459.60 \$37,949.65	\$1,498.37 \$38,957.64	\$1,537.11 \$39,964.98	\$1,583.75 \$41,177.42
OA 15	\$1,459.61 \$37,949.77	\$1,498.37 \$38,957.55	\$1,537.12 \$39,965.03	\$1,583.75 \$41,177.42	\$1,657.28 \$43,089.22
OA 16	\$1,583.75 \$41,177.42	\$1,618.48 \$42,080.55	\$1,657.28 \$43,089.22	\$1,688.88 \$43,910.96	\$1,727.75 \$44,921.51

(b) **Effective 1 April 2011 – 1.0% increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
OA 1	\$1,063.72 \$27,656.85	\$1,085.82 \$28,231.21	\$1,108.01 \$28,808.25	\$1,130.11 \$29,382.94	\$1,152.35 \$29,960.98
OA 2	\$1,085.82 \$28,231.21	\$1,108.01 \$28,808.25	\$1,130.11 \$29,382.94	\$1,152.35 \$29,960.98	\$1,174.49 \$30,536.68
OA 3	\$1,108.01 \$28,808.25	\$1,130.11 \$29,382.94	\$1,152.35 \$29,960.98	\$1,174.49 \$30,536.68	\$1,196.62 \$31,112.04
OA 4	\$1,130.11 \$29,382.94	\$1,152.35 \$29,960.98	\$1,174.49 \$30,536.68	\$1,196.62 \$31,112.04	\$1,218.85 \$31,690.08
OA 5	\$1,152.35 \$29,960.98	\$1,174.49 \$30,536.68	\$1,196.62 \$31,112.04	\$1,218.85 \$31,690.08	\$1,248.47 \$32,460.23
OA 6	\$1,174.49 \$30,536.68	\$1,196.62 \$31,112.04	\$1,218.85 \$31,690.08	\$1,248.47 \$32,460.23	\$1,278.45 \$33,239.75
OA 7	\$1,196.62 \$31,112.04	\$1,218.85 \$31,690.08	\$1,248.47 \$32,460.23	\$1,278.45 \$33,239.75	\$1,317.58 \$34,257.17
OA 8	\$1,218.85 \$31,690.08	\$1,248.47 \$32,460.23	\$1,278.45 \$33,239.75	\$1,317.58 \$34,257.17	\$1,356.70 \$35,274.23
OA 9	\$1,248.47 \$32,460.23	\$1,278.45 \$33,239.75	\$1,317.58 \$34,257.17	\$1,356.70 \$35,274.23	\$1,395.91 \$36,293.65
OA 10	\$1,278.45 \$33,239.75	\$1,317.58 \$34,257.17	\$1,356.70 \$35,274.23	\$1,395.91 \$36,293.65	\$1,435.00 \$37,310.06
OA 11	\$1,317.58 \$34,257.17	\$1,356.70 \$35,274.23	\$1,395.91 \$36,293.65	\$1,435.00 \$37,310.06	\$1,474.20 \$38,329.14
OA 12	\$1,356.70 \$35,274.23	\$1,395.91 \$36,293.65	\$1,435.00 \$37,310.06	\$1,474.20 \$38,329.14	\$1,513.35 \$39,347.22
OA 13	\$1,395.91 \$36,293.65	\$1,435.00 \$37,310.06	\$1,474.20 \$38,329.14	\$1,513.35 \$39,347.22	\$1,552.49 \$40,364.63
OA 14	\$1,435.00 \$37,310.06	\$1,474.20 \$38,329.14	\$1,513.35 \$39,347.22	\$1,552.49 \$40,364.63	\$1,599.58 \$41,589.19
OA 15	\$1,474.20 \$38,329.27	\$1,513.35 \$39,347.12	\$1,552.49 \$40,364.68	\$1,599.58 \$41,589.19	\$1,673.85 \$43,520.11
OA 16	\$1,599.58 \$41,589.19	\$1,634.67 \$42,501.36	\$1,673.85 \$43,520.11	\$1,705.77 \$44,350.07	\$1,745.03 \$45,370.73

**(c) Office Administrative Position Titles**

<b>Grade</b>	<b>Position Title</b>
<b>2</b>	Clerical Assistant 1
<b>4</b>	Clerical Assistant 2
<b>6</b>	Clerical Assistant 3
<b>7</b>	Administrative Assistant 1
<b>11</b>	Administrative Assistant 2
<b>13</b>	Administrative Assistant 3
<b>15</b>	Administrative Assistant 4

## 1.5 Technical Services

(a) *Effective 1 April 2010 – 1.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
TS 1	\$1,088.54 \$28,302.04	\$1,113.55 \$28,952.42	\$1,146.92 \$29,819.82	\$1,180.33 \$30,688.54	\$1,213.64 \$31,554.63
TS 2	\$1,113.55 \$28,952.42	\$1,146.92 \$29,819.82	\$1,180.33 \$30,688.54	\$1,213.64 \$31,554.63	\$1,258.06 \$32,709.50
TS 3	\$1,146.92 \$29,819.82	\$1,180.33 \$30,688.54	\$1,213.64 \$31,554.63	\$1,258.06 \$32,709.50	\$1,300.26 \$33,806.83
TS 4	\$1,180.33 \$30,688.54	\$1,213.64 \$31,554.63	\$1,258.06 \$32,709.50	\$1,300.26 \$33,806.83	\$1,344.50 \$34,957.08
TS 5	\$1,213.64 \$31,554.63	\$1,258.06 \$32,709.50	\$1,300.26 \$33,806.83	\$1,344.50 \$34,957.08	\$1,388.70 \$36,106.32
TS 6	\$1,258.06 \$32,709.50	\$1,300.26 \$33,806.83	\$1,344.50 \$34,957.08	\$1,388.70 \$36,106.32	\$1,444.17 \$37,548.36
TS 7	\$1,300.26 \$33,806.83	\$1,344.50 \$34,957.08	\$1,388.70 \$36,106.32	\$1,444.17 \$37,548.36	\$1,500.13 \$39,003.29
TS 8	\$1,344.50 \$34,957.08	\$1,388.70 \$36,106.32	\$1,444.17 \$37,548.36	\$1,500.13 \$39,003.29	\$1,565.48 \$40,702.37
TS 9	\$1,388.70 \$36,106.32	\$1,444.17 \$37,548.36	\$1,500.13 \$39,003.29	\$1,565.48 \$40,702.37	\$1,630.70 \$42,398.13
TS 10	\$1,444.17 \$37,548.36	\$1,500.13 \$39,003.29	\$1,565.48 \$40,702.37	\$1,630.70 \$42,398.13	\$1,696.01 \$44,096.22
TS 11	\$1,500.13 \$39,003.29	\$1,565.48 \$40,702.37	\$1,630.70 \$42,398.13	\$1,696.01 \$44,096.22	\$1,761.36 \$45,795.30
TS 12	\$1,565.48 \$40,702.37	\$1,630.70 \$42,398.13	\$1,696.01 \$44,096.22	\$1,761.36 \$45,795.30	\$1,835.93 \$47,734.21
TS 13	\$1,630.70 \$42,398.13	\$1,696.01 \$44,096.22	\$1,761.36 \$45,795.30	\$1,835.93 \$47,734.21	\$1,910.53 \$49,673.79
TS 14	\$1,696.01 \$44,096.22	\$1,761.36 \$45,795.30	\$1,835.93 \$47,734.21	\$1,910.53 \$49,673.79	\$1,994.52 \$51,857.50
TS 15	\$1,761.36 \$45,795.30	\$1,835.93 \$47,734.21	\$1,910.53 \$49,673.79	\$1,994.52 \$51,857.50	\$2,078.41 \$54,038.57
TS 16	\$1,835.93 \$47,734.21	\$1,910.53 \$49,673.79	\$1,994.52 \$51,857.50	\$2,078.41 \$54,038.57	\$2,162.40 \$56,222.30
TS 17	\$1,910.53 \$49,673.79	\$1,994.52 \$51,857.50	\$2,078.41 \$54,038.57	\$2,162.40 \$56,222.30	\$2,246.23 \$58,402.05

**(b) Effective 1 April 2011 – 1.0% increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
TS 1	\$1,099.43 \$28,585.06	\$1,124.69 \$29,241.95	\$1,158.39 \$30,118.02	\$1,192.13 \$30,995.43	\$1,225.78 \$31,870.18
TS 2	\$1,124.69 \$29,241.95	\$1,158.39 \$30,118.02	\$1,192.13 \$30,995.43	\$1,225.78 \$31,870.18	\$1,270.64 \$33,036.60
TS 3	\$1,158.39 \$30,118.02	\$1,192.13 \$30,995.43	\$1,225.78 \$31,870.18	\$1,270.64 \$33,036.60	\$1,313.27 \$34,144.90
TS 4	\$1,192.13 \$30,995.43	\$1,225.78 \$31,870.18	\$1,270.64 \$33,036.60	\$1,313.27 \$34,144.90	\$1,357.95 \$35,306.65
TS 5	\$1,225.78 \$31,870.18	\$1,270.64 \$33,036.60	\$1,313.27 \$34,144.90	\$1,357.95 \$35,306.65	\$1,402.59 \$36,467.39
TS 6	\$1,270.64 \$33,036.60	\$1,313.27 \$34,144.90	\$1,357.95 \$35,306.65	\$1,402.59 \$36,467.39	\$1,458.61 \$37,923.84
TS 7	\$1,313.27 \$34,144.90	\$1,357.95 \$35,306.65	\$1,402.59 \$36,467.39	\$1,458.61 \$37,923.84	\$1,515.13 \$39,393.33
TS 8	\$1,357.95 \$35,306.65	\$1,402.59 \$36,467.39	\$1,458.61 \$37,923.84	\$1,515.13 \$39,393.33	\$1,581.13 \$41,109.39
TS 9	\$1,402.59 \$36,467.39	\$1,458.61 \$37,923.84	\$1,515.13 \$39,393.33	\$1,581.13 \$41,109.39	\$1,647.00 \$42,822.11
TS 10	\$1,458.61 \$37,923.84	\$1,515.13 \$39,393.33	\$1,581.13 \$41,109.39	\$1,647.00 \$42,822.11	\$1,712.97 \$44,537.18
TS 11	\$1,515.13 \$39,393.33	\$1,581.13 \$41,109.39	\$1,647.00 \$42,822.11	\$1,712.97 \$44,537.18	\$1,778.97 \$46,253.25
TS 12	\$1,581.13 \$41,109.39	\$1,647.00 \$42,822.11	\$1,712.97 \$44,537.18	\$1,778.97 \$46,253.25	\$1,854.29 \$48,211.55
TS 13	\$1,647.00 \$42,822.11	\$1,712.97 \$44,537.18	\$1,778.97 \$46,253.25	\$1,854.29 \$48,211.55	\$1,929.64 \$50,170.53
TS 14	\$1,712.97 \$44,537.18	\$1,778.97 \$46,253.25	\$1,854.29 \$48,211.55	\$1,929.64 \$50,170.53	\$2,014.46 \$52,376.08
TS 15	\$1,778.97 \$46,253.25	\$1,854.29 \$48,211.55	\$1,929.64 \$50,170.53	\$2,014.46 \$52,376.08	\$2,099.19 \$54,578.96
TS 16	\$1,854.29 \$48,211.55	\$1,929.64 \$50,170.53	\$2,014.46 \$52,376.08	\$2,099.19 \$54,578.96	\$2,184.02 \$56,784.52
TS 17	\$1,929.64 \$50,170.53	\$2,014.46 \$52,376.08	\$2,099.19 \$54,578.96	\$2,184.02 \$56,784.52	\$2,268.70 \$58,986.07



**(c) Technical Services Position Titles**

<b>Grade</b>	<b>Position Title</b>
<b>1</b>	
<b>2</b>	Library Assistant
	Print Room Assistant
	Writing & Academic Support Assistant
<b>5</b>	Day Care Assistant 1
	Learning Commons Assistant
	Production Assistant
	Program Assistant 1
<b>6</b>	Material Control Assistant
<b>7</b>	Customer Service Technician
<b>8</b>	Library Technician 1
	Printing Room Technician 2
<b>9</b>	Bookstore and Inventory Coordinator
<b>10</b>	CAD Technician 2
	Day Care Administrator 1
	Equipment Technician 1
	Research Financial Assistant
	Financial Services Assistant
	Library Technician 2
	Program Assistant 2
	Program Assistant 2
	Landscape Specialist
	Alternate Delivery Support Specialist
	Online Student Support Specialist
	Coordinator ECS Resource Centre
<b>11</b>	Technical Illustrator 2
	Buyer
	Equipment Technician 2
<b>12</b>	Geomatics Technical Assistant
<b>13</b>	Employment Specialist
<b>14</b>	Technical Illustrator 3
	Production Technician
	Facilities Support Technician
<b>15</b>	Accounts Receivable Coordinator
	Web Graphic Designer
<b>16</b>	
<b>17</b>	

## **1.6 Operational Support Learning College Portfolio**

### **Operational Support Currencies**

- (a) The parties recognize that in a Learning-Centered College, all Employees support advancing learning for themselves and others and that success in their role is directly related to currency in the Employee's occupation/profession, to organizational currency as reflected in the alignment of the Employee's role with the values and strategic directions of the College and to portfolio currency as reflected in an evolving portfolio demonstrating a commitment to lifelong learning.

### **Monetary Recognition**

- (b) In celebration of an Employee's role in advancing learning for the Employee and others at NSCC, the College will honour an Employee's contributions to advancing learning through the Learning College Portfolio recognition, including monetary recognition that is at least four percent (4%) higher than the highest salary step to which an Employee was eligible to progress under the term of the collective agreement dated April 1, 2004 to March 31, 2007. The monetary recognition may take one of two forms:
  - (i) Where an Employee is classified on a salary band that is part of a series progression, movement to the higher band in the progression shall occur upon successful completion of the Learning College Portfolio.
  - (ii) Where an Employee is classified on a single salary band that is not part of a series progression, the monetary recognition shall be in the form of a payment equivalent to four percent (4%) higher than the highest step on the salary band.

### **Participation Voluntary**

- (c) Participation in the process leading to recognition for Learning College Portfolio is voluntary.

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

- (d) The following conditions shall apply:
  - (i) Employees must have regular status and have reached the top step of applicable salary band prior to being eligible to register in the Learning College Portfolio recognition;
  - (ii) Employees eligible for monetary recognition shall have met Learning College Portfolio expectations, as determined by the College.
  - (iii) The minimum period required to demonstrate the requirements of the Learning College Portfolio recognition shall be two (2) years.
  - (iv) Notwithstanding (d) (iii), an Employee may elect to take longer than two (2) years to complete the requirements, and the effective date for recognition shall be delayed accordingly.
  - (v) An Employee who is a candidate for Learning College Portfolio recognition shall have had positive performance reviews during the two-year period immediately preceding recognition.

### **Learning College Portfolio Review Committee**

- (e) The Learning College Portfolio Committee shall comprise the Dean of Organizational Learning or designate and three senior leaders appointed by the College who are familiar with the functional clusters within the bargaining unit.

**Learning College Portfolio Committee Mandate**

- (f) The Learning College Portfolio Committee shall:
- (i) Implement the approved standards/benchmarks for recognizing Learning College Portfolio.
  - (ii) Receive, consider and approve learning plans.
  - (iii) Provide feedback to applicants whose initial plans may not meet the standards.
  - (iv) Review and consider for approval any requests to change learning plans previously approved.
  - (v) Approve recognition for the Learning College Portfolio recognition upon successful completion of the LCP as documented in a portfolio that includes reflection on the learning achieved and its value to the Employee and the College.

## Schedule 2: Public Service Award

### Public Service Award Eligibility and Amount

2.1 (a) An Employee appointed as a probationary or regular (permanent) Employee prior to August 1, 1998 under the previous Collective Agreement between the College and the Nova Scotia Government and General 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 prior to August 1, 1998; and
- (ii) each year of continuous service commencing August 1, 1998. For the purpose of this schedule, continuous service includes all service calculated in accordance with clause 29.1 (a) (iii) commencing from the most recent date of hire.

For greater clarity, an Employee - who qualifies for a Service Award in accordance with 2.1 (a) (i) above and whose total service has not been continuous during the period commencing August 1, 1998 - shall not lose credit for service accumulated for Service Award purposes prior to August 1, 1998.

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

- (b) The amount of Public Service Award provided under 2.1 (a) above shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

### Entitlement

- 2.2 (a) The entitlement of an Employee to a Public Service Award shall be based on an Employee's total service in accordance with 2.1 (a) above.
- (b) In addition to the months of service upon which an Employee's Public Service Award entitlement is calculated pursuant to 2.2 (a) above, the months of prior War Service purchased by an Employee in accordance with the amendment to Section 11 of the **Public Service Superannuation Act**, shall be included as months of service for the purpose of Public Service Award entitlement calculation.

### Death Prior to Retirement

- 2.3 Where an Employee dies and would have been entitled to receive a Public Service Award if the Employee had retired from the College immediately before the Employee's death, the Public Service Award to which the Employee would have been entitled shall be paid:
  - (a) to the beneficiary named by the Employee under the Master Group Life Insurance Policy of the Maritime Life Assurance Co No. 961462; or
  - (b) to the Employee's estate if there is no such beneficiary.

### Trustee

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

**Calculation of Award**

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

**Advance Award**

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

**Interest Calculation**

2.7 Notwithstanding 2.6 above, where an Employee received an advance on a Public Service Award prior to April 1, 1994, the Public Service Award under the provisions of 2.1 to 2.5 above shall be reduced by the amount of the advance granted to an Employee with simple interest at such rates as determined from time to time by the Public Service Commission in consultation with the Minister of Finance calculated from the date of the payment of the advance to the Employee to the date of the termination of employment.

**Advance Repayment**

2.8 Notwithstanding 2.6 above, an Employee who received an advance on a Public Service Award prior to April 1, 1994 may, in any one year and on the anniversary date on which the advance was granted, repay to the Minister of Finance the total amount of the advance granted to the Employee, together with interest at the same rates as determined under 2.7 above calculated from the date of the payment of the advance to the Employee, to the date of the repayment and, thereafter, 2.7 above shall not apply to the Employee.

**Debt Owning**

2.9 Where an Employee received an advance Public Service Award prior to April 1, 1994 and:

- (a) the Employee is not entitled to a Public Service Award under the provisions of 2.1 to 2.5 above, the amount of the advance on the Public Service Award previously granted to the Employee together with interest, as calculated under 2.7 above, shall be a debt owing by the Employee to the Province; or
- (b) the amount of the advance on the Public Service Award granted to the Employee, together with interest as calculated under 2.7 above, exceeds the amount of the Public Service Award to which the Employee is entitled under the provisions of 2.1 to 2.5 above, the excess shall be a debt owing by the Employee to the Province;

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

## Schedule 3: College Service Award

### Entitlement and Amount

- 3.1 (a) An Employee hired as a probationary or regular Employee on or after August 1, 1998 who is retired because of age or mental or physical incapacity shall be granted a College Service Award equal to one percent (1%) of the Employee's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include pro-rated amounts for any partial years of continuous service.
- (b) For the purpose of this schedule, continuous service includes all service calculated in accordance with clause 29.1 (a) (iii) commencing from the most recent date of hire.
- (c) An Employee who is eligible for a deferred pension and is laid off within the five (5) year period prior to being eligible to retire with a maximum pension, shall be entitled to receive a College Service Award equal to one percent (1%) of the Employee's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include pro-rated amounts for any partial years of continuous service.

### Death Prior to Retirement

- 3.2 Where an Employee dies and would have been entitled to receive a College Service Award if the Employee had retired from the College immediately before the Employee's death, the College Service Award to which the Employee would have been entitled shall be paid:
- (a) to the beneficiary named by the Employee under the life insurance policy of the Health and Welfare benefits in accordance with *Article 42: Health and Welfare Benefits*; or
- (b) to the Employee's estate if there is no such beneficiary.

### Trustee

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

### Calculation of Award

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

### Advance Award

- 3.5 There shall be no advance payment of a College Service Award to any Employee.

## **Letter of Understanding #1: Positions Funded Externally**

In order to strengthen the competitive position of College initiatives such as research or sale of education programs or professional services in the global marketplace, the parties agree to the following provisions governing the terms of employment of Employees hired specifically to fulfill the delivery requirements of initiatives funded through grants or contracts from organizations or agencies external to the College or cost recovery programs, and whose salaries are defrayed as part of project costs:

- 1.1 Term full-time and term part-time positions shall be for a period of not more than thirty-six (36) months.
- 1.2 Notwithstanding 1.1, where an existing contract is extended, the College may request an exception to the Union of the time limits for the term appointment, and the request shall not be unreasonably denied.
- 1.3 For this Letter of Understanding only, in the case where a regular full-time or part-time Employee ranks highest to fill a term vacancy of more than twenty-four (24) months, the Employee shall retain all rights as outlined in *Article 30: Job Security*.

## **Letter of Understanding #2: Position Relocation and Lay-Off Provisions for Term Employees**

- 2.1 Notwithstanding clause 30.1 of this Collective Agreement, and except as provided in *Letter of Understanding #1: Positions Funded Externally*, the parties agree that the provisions of *Article 30: Job Security* shall apply to a term or probationary Employee who has five (5) or more years of continuous employment.
- 2.2 Notwithstanding 2.1 above, where a term or probationary Employee has accumulated the five (5) or more years of continuous employment through employment in more than one position, the service used in the application of *Article 30: Job Security* shall be the service accumulated since the last date that employment commenced.

## **Letter of Understanding #3: Joint Benefits Committee**

- 3.1 The College shall establish a Joint Benefits Committee on health and welfare benefits, including representation for this bargaining unit, for the purpose of advising the College on health and welfare benefits. At least half of the membership on the Joint Benefits Committee shall comprise non-management persons, including three (3) representatives from the NSGEU. The Chair of the Committee shall be determined by the College.
- 3.2 The recommendations of the Joint Benefits Committee shall not be binding on either the College or the Union. Should either party exercise its right of veto, the existing benefit plans shall continue in effect, and the Parties further agree to enter into negotiations to find a mutually satisfactory resolution to the issue of health and welfare benefits.

## Letter of Understanding #4: Recurring Employees

The parties agree that:

- 4.1 Employees in recurring full- or part-time positions whose normal working year is less than twelve (12) months shall be paid bi-weekly on the basis of hours worked each bi-weekly period.
- 4.2 Employees shall be laid off at the end of the period worked and reinstated at the commencement of the next period required for work.
- 4.3 During the period annual lay-off, Employees shall continue to participate in the benefits in accordance with Article 42: *Health and Welfare Benefits* as though they were still at work.
- 4.4 Where the position of an Employee with regular status in a recurring full- or part-time position whose normal working year is less than twelve (12) months is eliminated in accordance with clause 30.3, the provisions of Article 30: *Job Security* shall apply.

## Letter of Understanding #5: Job Security – Limited Competitions

Where, as a result of re-structuring, the College eliminates one or more positions with the same position title, classification and position(s) category occupied by Employees with regular status at one location, and the College replaces the position eliminated with a new bargaining unit position at the same location, the following provisions shall apply:

- (a) The College shall hold a competition limited to the Employees with regular status occupying a position with the same position, title, same classification, and same position category at the same location as the position eliminated;
- (b) Where the College determines that an Employee in the limited competition meets the criteria for appointment to a newly created position through the application of the criteria in clauses 15.1 (a), (d)(ii) and 15.2, the successful candidate shall be appointed to the newly created position;
- (c) Where the College determines that no Employee in the limited competition meets the criteria for appointment to a newly created position through the application of the criteria in clauses 15.1 (a) and 15.2, the provisions of Article 30: *Job Security* shall apply to the Employee with least seniority.
- (d) The remaining Employees in the positions with the same position title, same classification, and same position category as a position eliminated shall continue in those positions.
- (e) Through the application of the limited competition process, it is possible that there may be a change in reporting relationship after the competition as not all Employees may be reporting to the same Manager or performing exactly the same duties.



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