

Faculty Agreement

Between

Holland College

and the

**Prince Edward Island
Union of Public Sector Employees**

April 1, 2014 to March 31, 2017

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01 The purpose of this Agreement is to set forth terms and conditions of employment relating to remuneration, Employee benefits and general working conditions affecting Employees covered by this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 For the purpose of this Agreement:

- a) "Centre" means the building or structure where instruction of students takes place.
- b) "College" means Holland College, a body corporate established by the Holland College Act.
- c) "Continuing Employee" means an Employee who has been appointed to a continuing position after successful completion of a probationary period.
- d) "Continuing position" means a full-time teaching position that will continue for more than one (1) full year.
- e) "Day" means a working day, unless otherwise stipulated in the Agreement.
- f) "Discharge" means to be dismissed from position and employment.
- g) "Employee" or "Employees" as used in this Agreement means, unless otherwise specified, all probationary and continuing Employees.
- h) "Employer" means Holland College, a body corporate established by the Holland College Act.**
- i) "Executive Director" means the person who reports directly to the President and is accountable for instructional leadership, program relevance and quality, staff development and supervision, and the administration of a department.
- j) "Part-time employee" means an employee who is appointed to a part-time position.
- k) "Part-time position" means a position, **other than a Sessional Position**, that has scheduled working hours that are less than the normal weekly or daily hours of work for continuing positions.
- l) "Party" means the College or Union.
- m) "Probationary Employee" means an Employee who is serving a probationary period.
- n) "Probationary period" means a period of evaluation commencing on the date that an Employee begins work in a continuing position excluding any leave of absence.
- o) "Sessional Instructor" means one hired to fill a Sessional Position. The Sessional Instructor shall be a member of the bargaining unit but shall be covered by only those articles of the Collective Agreement expressly set out in Schedule "H".**
- p) "Sessional position" means a position that is created to instruct students on a per course basis and where the duties are limited to course preparation, instruction and assessment.**
- q) "Short-term employee" means an employee who is appointed to a short-term position.
- r) "Short-term position" means a position, **other than a Sessional Position**, that will continue for not more than twelve (12) months where the duties are full-time but for limited or uncertain duration.
- s) "Spouse" means an Employee's legally married wife or husband or a person who lives with the Employee as a couple in a relationship for a minimum of twelve (12) consecutive months.
- t) "Steward" means a person selected by the Employees of the Union local to act on request of those Employees in respect to grievances.

- u) "Substitute" means a person who temporarily replaces a continuing, part-time, probationary or short-term Employee.
- v) "Union" means the P.E.I. Union of Public Sector Employees.
- w) "Vice-President" means the Vice-President who reports directly to the President.

2.02 Throughout this Agreement, a word in the singular also applies in the plural if the context so requires.

ARTICLE 3 - RECOGNITION

- 3.01 The College recognizes the Union as the sole and exclusive Collective Bargaining Agent for all Employees who teach or instruct, excluding substitute teachers and teachers of general interest courses.
- 3.02 No Employee shall be required or permitted to make a written or verbal agreement with the College or its representatives which may conflict with the terms of the Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the right of the College to exercise the function of management and to direct the operations of the College and the working forces of the College, subject to the terms of this Agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The College agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee which, without limiting the generality of the foregoing, includes hiring, remuneration, professional leave, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, religious or political affiliation, sex, marital status, family relationship, place of residence, sexual orientation, physical or mental disability, nor by reason of the Employee's membership, activity or lack of activity in the Union.
- 5.02 The Union and the College recognize the right of Employees to work in an environment free from harassment and the College agrees to take such action as is necessary respecting an Employee engaging in harassment in the work place.
- 5.03 Harassment means any form of sexual harassment, personal harassment or abuse of authority as defined in the College's Harassment/Discrimination Complaints Policy.
- 5.04 An Employee who wishes to pursue a concern arising from harassment may submit a grievance in writing directly to the final level in the grievance process. Grievances of this nature shall be treated in strict confidence. An Employee who does not wish to process a grievance may file a complaint under the College's Harassment Policy.

ARTICLE 6 - PUBLIC LEGISLATION

- 6.01 If any law passed by the Legislature of Prince Edward Island applying to Employees of the College covered by this Agreement renders any provision of the Agreement null and void, all other provisions shall remain in effect for the term of the Agreement, and the parties to the Agreement shall meet within thirty (30) days to negotiate a replacement for the provisions rendered null and void.
- 6.02 Subject to Article 6.01, where any provision of this Agreement conflicts with the provisions of any Public Statute of the Province, the latter shall prevail and shall be deemed to form part of this Agreement.

ARTICLE 7 - INSTRUCTIONAL MATERIALS

- 7.01 Ownership of all materials prepared by the Employees is subject to the *Copyright Act*.

- 7.02 All program related materials prepared by Employees are the property of the College and may not be distributed on loan or given to other institutions or representatives thereof, without receiving the permission of the College.

ARTICLE 8 - INFORMATION

- 8.01 As soon as reasonably possible after signing this Agreement, the College shall make a copy of this Agreement available to each Employee.
- 8.02 The College shall advise the Union of the appointment or termination of each Employee covered by this Agreement within ten (10) days after the appointment or termination.
- 8.03 Each new Employee upon appointment shall be advised of one's classification and employment status as a part-time, short-term or probationary Employee.
- 8.04 On October 31 each year, the College shall forward to the Union a listing showing each Employee's name, status, classification/certification and centre. For Employees covered by Article 51, the duration of their contracts will also be indicated.

ARTICLE 9 - BULLETIN BOARDS

- 9.01 The College agrees to provide space on the bulletin board(s) which may be used by the Union for the following:
- a) Notices of Union meetings.
 - b) Notices of Union elections and results.
 - c) Notices of Union recreational and social events.
 - d) Union newsletters.
 - e) Other notices concerning Union affairs.

ARTICLE 10 - CONFLICT OF INTEREST

- 10.01 Employees may engage in employment activities outside of the College unless these employment activities interfere with the performance of the Employee's duties at the College or cause the Employee to come into competition with the training, products or services the College provides.

ARTICLE 11 - UNION DUES

- 11.01 The College shall as a condition of employment deduct an amount equal to the amount of Union membership dues from the biweekly pay of all probationary, continuing, part-time and short-term Employees. If a biweekly pay cheque contains less than ten (10) days' pay, the amount of dues to be deducted shall be calculated as follows:

$$\frac{\text{Number of days worked}}{10 \text{ days}} \times \text{regular biweekly dues deduction}$$

- 11.02 The Union shall inform the College in writing of the authorized deduction to be checked off in accordance with Article 11.01.
- 11.03 The amounts deducted in accordance with Article 11.01 shall be remitted monthly to the Union by cheque and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 11.04 The College shall indicate on each Employee's income tax (T4) slip, the total amount of Union dues deducted from the previous income tax year.
- 11.05 The Union agrees to indemnify and save the College harmless from any liability or action out of the operation of the Article.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 All Employees may be granted a leave of absence with or without pay. A leave of absence may be granted for a period of up to one (1) year which may be renewed for up to one (1) additional year. The maximum may be extended with the mutual consent of the College and the Union. Leaves for a compassionate reason or disability may be extended beyond the two (2) year maximum.
- 12.02 a) Leave of absence may be granted by the Executive Director for:
- i) personal reasons including family illnesses or other compassionate reasons;
 - ii) activities which are of potential benefit to the College;
 - iii) activities which justify the granting of leave of absence not covered in (i) or (ii).
- b) Upon the expiry of injury on duty leave and/or sick leave, an Employee shall be granted disability leave without pay if the Employee is unable to return to work or be accommodated under Article 55.
- 12.03 a) A leave of absence granted under Article 12.02 (a) (ii) for activities which are of potential benefit to the College shall be considered as a period of experience for salary increment purposes and as a period of employment with the College for the purpose of granting fringe benefits and continuing employment.
- b) Employees who are granted a leave of absence without pay in accordance with Article 12.02 (a) (i) or 12.02 (a) (iii) for a period in excess of one (1) month shall not accumulate benefits which are measured by length of service; however, the leave shall not constitute a break in service.
- c) A leave of absence granted under Article 12.02 (b) for disability shall be considered as a period of experience for salary increment purposes and as a period of employment with the College for the purpose of seniority and severance or retirement pay.
- 12.04 The level of salary to be paid during the leave of absence will be distributed evenly over the period of absence.
- 12.05 An Employee on leave of absence without pay in accordance with Article 12.02 (a) (i), 12.02 (a) (ii), 12.02 (b) and Article 14 may elect to continue Group Life, AD&D and Group Medical and Dental insurance coverage, providing the Employee pays the Employee's share of the premiums for each benefit plan. Employees under Article 12.02 (a) (iii) may elect to continue the insurance plans provided the Employee pays both shares of the required premiums.
- 12.06 The fringe benefit coverage for an Employee on leave of absence with pay will be continued.
- 12.07 In the event that an Employee is granted a leave of absence, the College shall reinstate the Employee at the end of the leave to the Employee's same position. If the Employee's position is non-existent, then the College shall reinstate the Employee to a similar position. The Employee's salary shall not be less than that received at the time the leave was granted. If a similar position is non-existent, then the provisions of Article 49 will apply.

ARTICLE 13 - SPECIAL LEAVE

- 13.01 Employees shall be eligible for special leave as follows:
- a) After completion of one (1) year of service an Employee shall be eligible for a maximum of five (5) days' leave with pay for marriage.
 - b) An Employee shall be eligible for a maximum of five (5) days' leave with pay for a compassionate reason.
 - c) An Employee shall be eligible for up to three (3) days' paid paternity leave on the occasion of the birth of his child. An Employee shall be eligible for three (3) days' paid leave on adoption of a child.
 - d) An Employee shall be eligible for a maximum of five (5) days' leave with pay for the purpose of taking Civil Defence training.

- e) An Employee shall be eligible for a maximum of ten (10) days' leave without pay for the purpose of taking Military training.
- f) An Employee shall be granted up to three (3) days' leave with pay for personal reasons at the discretion of the Executive Director in consultation with Human Resources.
- g) An Employee shall be eligible for leave with pay to attend an arbitration hearing as a witness or as an affected third party.
- h) An Employee shall be eligible for leave with pay if the Employee is required to attend court actions arising from employment provided the court action is not an action brought against the College by the Employee.
- i) An Employee shall receive a leave of absence with pay when an Employee serves as a juror. An Employee in receipt of the Employee's regular earnings while serving as a juror shall remit to the employer all monies paid to the Employee by the court, except travelling and meal allowance not reimbursed by the employer.

ARTICLE 14 - MATERNITY, ADOPTION AND PARENTAL LEAVE

14.01 An Employee may make application to the College for maternity, adoption or parental leave consistent in timing and duration with the *Employment Standards Act of PEI*. An Employee of the College shall be eligible for maternity or adoption leave without pay for a period of up to seventeen (17) consecutive weeks. An Employee who has been granted maternity or adoption leave shall be entitled to ten (10) days' sick leave. An Employee provided leave under this article shall not be entitled to the adoptive leave provisions under Article 13.01 (c). Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension of eight (8) weeks shall be allowed.

14.02 An Employee of the College shall be eligible for parental leave without pay for a period of up to thirty-five (35) consecutive weeks. Where an Employee intends to take parental leave in addition to maternity leave, the Employee must commence the parental leave immediately on expiry of the maternity leave.

14.03 Supplemental Employment Benefit Plan - Continuing Employees

The parties agree that Supplements to Employment Insurance (EI) Maternity or Adoption Benefits will be provided to Employees having been employed in a continuing position with the College for a minimum of twelve (12) months, who commence maternity or adoption leave on or after the signing date of this agreement. The supplements to EI will be provided as follows:

- (a) An Employee who provides the College with proof that she has applied for and is eligible to receive maternity/adoption benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The supplement shall be equivalent to the difference between the weekly EI Benefits the Employee is eligible to receive and seventy-five percent (75%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the EI Benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (b) In the event that the Government of Canada reduces the weekly EI Benefit, the College supplement shall continue unchanged and that supplement shall be equivalent to the supplement calculated as if the change had never occurred. For greater clarity, it shall be deemed that the Employee's weekly EI Benefit did not change.
- (c) If both parents are Employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.
- (e) Total benefits are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the *Employment Insurance Act*.

Benefits are not payable if:

- (i) the Employee has been dismissed or suspended without pay as per Article 34 of the collective agreement;
 - (ii) the Employee has terminated her employment through resignation;
 - (iii) an application is made during a period when the Employee is currently on strike, participating in picketing or concerted work interruptions;
 - (iv) the Employee is on an approved leave of absence without pay;
 - (v) the Employee is receiving insurance benefits under the College's long term disability program.
- (f) A claimant for benefits under this plan must sign an undertaking with the College on the prescribed form (Schedule "J").
- (g) If the College determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the College to the Employee.
- (h) No questions involving the interpretation or application of the Human Resources Canada portion of the benefit will be subject to the formal grievance procedure provided for in the collective agreement between the College and the Union acting as bargaining agent for the Employees covered by the plan.
- 14.04 An Employee shall, upon completing the period of leave, return to the Employee's same position, pay level and step as the Employee would have been entitled to had the leave not been taken. If the Employee's position is non-existent, then the College shall reinstate the Employee to a similar position, pay level and step as the Employee would have been entitled to had the leave not been taken. If a similar position is non-existent then the provisions of Article 49 will apply.
- 14.05 A leave granted under this Article shall not constitute a break in service for the purpose of calculating full-time service as it relates to seniority, severance pay or the granting of vacation and salary increments. An Employee on maternity, adoption and parental leave as outlined in Article 14.01 and 14.02 may elect to continue Group Life, Group AD&D, Group Medical and Dental coverage provided the Employee pays their own share of the premiums to each benefit plan. For the avoidance of doubt, vacation and sick leave shall not accumulate while an Employee is on leave under this Article. Service credits for pension purposes shall be in accordance with the pension plan text.

ARTICLE 15 - SICK LEAVE

- 15.01 Sick leave means that period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled.
- 15.02 The following sick leave benefits shall be available to Employees for each unique incidence of illness:

<u>Length of Service</u>	<u>Sick Leave Benefits</u>
Under 1 year	100% income for first 4 weeks 60% income for next 13 weeks
1 to 2 years	100% income for first 8 weeks 60% income for next 9 weeks
2 to 3 years	100% income for first 12 weeks 60% income for next 5 weeks
3 to 4 years	100% income for first 16 weeks 60% income for next 1 week
4+ years	100% income for 17 weeks

- 15.03 a) After the seventeen (17) week sick leave benefit period described in 15.02 above, the only benefits payable in cases where there is a continuous absence due to illness will be those benefits provided under the Long Term Disability Insurance Plan.
- b) Pursuant to Articles 12, 15 and 55, the College reserves the right to require an evaluation by a qualified health care professional acceptable to the Employee and the College. Any cost associated with the evaluation shall be borne by the College. Leave of absence with pay shall be provided to attend the evaluation.
- 15.04 Sick leave shall be granted on the following terms:
- a) If the period of absence has not exceeded five (5) consecutive days, a sick leave form is completed by the Employee and signed by the Employee's immediate supervisor.
- b) If the period of absence has exceeded five (5) consecutive days, a certificate is required from a registered medical doctor stating that the Employee has been under care and unable to carry out the Employee's duties.
- c) Notwithstanding (a) and (b) above, the College may require a certificate from a registered medical doctor for a period of absence of less than five (5) days in cases where the College suspects the Employee is misusing sick leave credits.
- d) A sick leave form or a medical certificate, when required, must be submitted by the Employee to the supervisor within fifteen (15) days of the beginning of the absence unless there are extenuating circumstances presented to the Executive Director.
- 15.05 a) Where an illness is considered by the College to be caused due to the use of alcohol or other drugs, the College may direct the Employee to undergo a medical examination by a medical doctor who specializes in the treatment of alcohol and drug problems.
- b) Where the Employee in question is directed by the College or voluntarily elects to undertake a full treatment and rehabilitation program approved by the College, the Employee shall be granted sick leave with pay in accordance with this Article.
- 15.06 On request, the College will advise an Employee of eligibility for sick leave in accordance with Article 15.02.
- 15.07 Employees recalled in accordance with Article 49 (Layoff and Recall) shall have previous length of service with the College used to determine eligibility for sick leave as outlined in Article 15.02.
- 15.08 A continuing Employee who resigns as a result of the Employee's decision to raise a dependent child or children and is re-employed, upon written notification to the College, shall have previous length of service with the College reinstated to determine eligibility for sick leave as outlined in Article 15.02. The following conditions shall apply:
- a) The Employee must have accumulated at least four (4) years of continuous service at the time of resigning;
- b) The resignation itself must indicate the reason for resigning;
- c) The break in service shall be no longer than three (3) years.

ARTICLE 16 - LEAVE ON UNION BUSINESS

- 16.01 The College shall grant leave of absence with pay to officers and members of the Union for the following reasons:
- a) If a Steward is required to investigate a complaint or a grievance on behalf of fellow Employees.
- b) If a Steward is required to register a complaint or a grievance on the Steward's own behalf.
- c) If a Steward is required to act on behalf of the Union or another Employee.

- d) If the Employee as a member of a negotiating team on behalf of the Union attends negotiating meetings provided that leave with pay under this sub-article shall be extended to not more than six (6) Employees.
 - e) If the Employee is presenting a grievance before an Arbitration Board.
 - f) A maximum of twenty (20) working days per year are available to be used by the Union for Employees attending meetings, seminars or training courses on Union business. However, preparatory contract negotiating meetings shall be limited to a maximum of one (1) day for each negotiating team member.
- 16.02 The College agrees to provide leave of absence with pay and the Union agrees to reimburse the College for the salaries of officers and members of the Union who are granted leave under the following circumstances:
- a) If an Employee is required to attend meetings concerning Union business and the number of days specified in Article 16.01 (f) have been depleted.
 - b) If an Employee is elected for a full-time position with the Union or any organization of which the Union is a member or affiliate for a period not exceeding two (2) years.

ARTICLE 17 - DEVELOPMENT OR SABBATICAL LEAVE

- 17.01 A Sabbatical or Development Leave of Absence may be granted by the College, subject to the condition that the Employee return to the College upon the termination of the Sabbatical or Development Leave provided:
- a) The purpose of the leave is for College approved academic training or industrial pursuits.
 - b) The period of leave will be as mutually agreed upon by the College and the Employee.
 - c) Conditions are that the Employee, upon termination of Sabbatical or Development Leave, will return to the College for a period of employment equal to twice the duration of the leave. Should the Employee fail to complete the required term of service, the Employee shall be required to repay to the College an amount which bears the same ratio to the total cost of leave as the uncompleted service bears to the total term of service under this section. In cases where the Employee fails to complete the required term of service due to death, permanent disability or involuntary termination due to position abolishment, the Employee will not be required to repay these amounts to the College.
 - d) The Employee shall be paid a minimum of seventy-five (75) percent of salary while on Sabbatical or Development Leave.
 - e) Where an Employee on Development or Sabbatical Leave receives a grant, bursary, scholarship or other income, the amount shall be paid to the College. However, an Employee shall not be required to reimburse more than the salary paid by the College during the period of leave.
 - f) The fringe benefit coverage shall be maintained and prorated according to salary paid.
 - g) Applications for Sabbatical or Development Leave are to be made in writing to the Director of Human Resources not later than January 31 in each year. The Director of Human Resources shall forward this request to the President.
 - h) The President shall respond to requests received by March 31.
 - i) The College agrees to provide the Union with an annual report on numbers of applications for Sabbatical or Development Leave and the disposition of those applications.
 - j) When an Employee returns from Sabbatical or Development Leave, the College agrees that the Employee will be returned to the Employee's original position if it still exists or to a comparable position if it no longer exists. This clause in no way restricts the right of the College to lay off the Employee in accordance with Article 49.

ARTICLE 18 - PROFESSIONAL ACTIVITIES

- 18.01 The College agrees to pay seventy-five (75) percent of the tuition costs of activities or courses that are approved in advance by the Executive Director. Payment will be made upon successful completion of the approved course(s).
- 18.02 Where an Employee is required by the College to enroll in a course that is directly related to the Employee's duties as a learning manager, the College shall pay the full cost of that course.
- 18.03 The College may grant paid leave to attend meetings or participate in other activities furthering the cause of education, such as giving an address on educational matters and observation of education innovations or programs.
- 18.04 No Employee shall experience loss in salary or other benefits due to absence under this Article provided the Employee attends the educational activities described in this Article.
- 18.05 Employees authorized by the College to be involved in Committee Meetings at a provincial or national level shall serve without loss of pay and benefits of any kind.
- 18.06 All Employees shall be eligible to apply for program related professional development funding and to receive a reply to such application within 30 days.

ARTICLE 19 - DEFERRED SALARY LEAVE PLAN

19.01 Objective

The Deferred Salary Leave Plan will provide Employees with the opportunity to take a one (1) year leave of absence. The one (1) year's leave of absence with pay will be financed by deferring part of the Employee's salary each year for four (4) years.

19.02 Eligibility

Only continuing Employees shall be eligible to participate in the deferred salary leave plan.

19.03 Application

- a) An Employee must make written application to the Director on or before January 31 of the school year, requesting permission to participate in the Plan.
- b) Written acceptance or denial, of the Employee's request, with explanation, shall be forwarded to the Employee by May 1 in the school year the original request is made.
- c) Approval to participate in the Deferred Salary Leave Plan shall be at the discretion of the College.

19.04 Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of one (1) year leave of absence shall be as follows:

- a)
 - (i) In the first four (4) years of the plan, the Employee will be paid eighty percent (80%), respectively, of his/her proper salary range. The remaining twenty percent (20%) of annual salary will be accumulated, and this amount shall be paid to the Employee during the year of leave.
 - (ii) The calculation of interest under the terms of this Plan shall be done monthly, (not in advance), at the interest rate on deposits (of the Bank with which the College deals), in effect on the last Friday of each month.
- b) Employees' fringe benefits will be maintained by the College during their leave of absence. Any benefits tied to salary shall be structured according to actual salary paid.
- c) The leave of absence may be taken only in the final year of the Plan. Under special circumstances, exceptions may be granted by the College.

- d) With the approval of the College, an Employee may select some alternative method of deferring salary other than that specified in Article 19.04 (a) above, provided the arrangements made are within the acceptable provisions as set out in 01 of the *Income Tax Act* to qualify as a prescribed plan.

19.05 Terms of Reference

- a) On return from leave, an Employee shall be assigned to the same position immediately prior to going on leave.
- b) An Employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.
- c) Sick leave credits will not accumulate during the year spent on leave.
- d) Employees who have their employment terminated will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned to that date (see 19.04 (a) (ii)). Repayment shall be made within sixty (60) days of withdrawal from the Plan.
- e) Pension deductions are to be continued as provided by the Holland College Pension Plan.
- f) An Employee shall choose one of the following pension contribution options:
 - i) The Employee shall have the option to have pension deducted on either the reduced percentage of salary received, or the full salary earned, in each year of the participation in the Plan preceding the year of leave.
 - ii) During the period of leave, the Employee shall have the option to have no pension deducted or to have pension deducted on the deferred salary or on the salary the Employee would have received had he/she not entered the Plan or gone on leave.
 - iii) The Employee shall pay their share of contributions on the basis of the pension option selected under 19.05 (f).
- g)
 - i) An Employee may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, any monies accumulated, plus interest owed (see 19.04 (a) (ii)), will be repaid to the Employee within sixty (60) days of notification of intent to leave the Plan.
 - ii) In the event that a suitable replacement cannot be hired for an Employee who has been granted a leave, the College may defer the year of leave. In this instance, an Employee may choose to remain in the Plan or may withdraw and receive any monies and interest (see 19.04 (a) (ii)), accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
 - iii) Should deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest (see 19.04 (a) (ii)), until the leave of absence is granted.
- h) Should an Employee die while participating in the Plan, any monies accumulated, plus interest owed, (see 19.04 (a) (ii)), at the time of death will be paid to the Employee's estate.
- i) All Employees wishing to participate in the Plan shall be required to sign a contract as prescribed in Schedule "C" before final approval for participation will be granted.

ARTICLE 20 - SECONDMENTS

- 20.01 Secondment means a release from an Employee's regular position for temporary duty with the College or with another employer.
- 20.02 The College shall advise the Union, at the earliest possible date, of any pending secondments which affect UPSE positions of this bargaining unit.

- 20.03 a) A secondment within the College shall be normally one (1) year up to a maximum of two (2) years. The two (2) year maximum may be extended upon the mutual consent of the College and the Union.
- b) Employees seconded to the PEI Institute of Adult and Community Education shall not be restricted to the two (2) year maximum outlined in Article 20.03 (a).
- c) A secondment outside the College shall be for a maximum of two (2) years. Where an Employee does not return to the College after a maximum of two (2) years, the Employee will be deemed to have terminated their employment at the College. The two (2) year maximum may be extended upon the mutual consent of the College and the Union.
- 20.04 Employees seconded to a position with a higher classification within the College than their regular position held shall be paid in accordance with the salary range for the new position. However, the new salary shall not be less than the former salary of the Employee.
- 20.05 When an Employee is seconded, the College shall agree that the Employee be returned to the Employee's regular position upon completion of the secondment, provided the position still exists. However, if the Employee's regular position becomes non-existent, then the College will apply the provisions of Article 49.
- 20.06 When an Employee is seconded outside the College, the Employee's salary shall continue in accordance with this Agreement unless seconded to a position of higher classification. During the period of secondment, the following articles will continue to apply (19, 22, 25, 26, 33, 35, 36, 38, 40, 46, 47, 48, 49, 50, and 52). All other terms and conditions shall be subject to those in existence at the new place of work.
- 20.07 Where an individual decides not to return from secondment, the Employee's regular position becomes a vacant position under Article 48.
- 20.08 A secondment shall be considered as a period of experience for salary increment purposes and as a period of employment with the College for the purpose of granting fringe benefits.
- 20.09 The Union may request and will receive a list of Employee secondments from the Director of Human Resources.

ARTICLE 21 - ANNUAL VACATION

- 21.01 An Employee shall be granted vacation time within the amount accumulated by the Employee subject to:
- a) Probationary Employees shall receive a credit of two and one-half (2 ½) days per calendar month of service.
- b) Continuing Employees shall receive a credit of three and one third (3 1/3) days per calendar month of service.
- 21.02 It is the normal requirement that Employees take six (6) weeks vacation each year. During the academic year or regular program period, vacation shall be granted upon mutual agreement between the Employee and the Employer subject to operational requirements. Employees may be entitled to carry over up to twelve (12) vacation days to the next year. If, at the request of the College, an Employee is required to work an additional period, thereby restricting the Employee's normal vacation entitlement, the Employee may carry unused vacation to the following year.
- 21.03 Should vacation in excess of credits be granted and a separation should occur prior to this excess being nullified, the amount still owing to the College shall be recovered by reducing the final cash settlement the required amount. In the event a separation is due to a disability or death, the College will not recover the amounts owing.
- 21.04 The year for purposes of vacation accumulation shall be from September 1 to August 31.
- 21.05 By May 31, the Director shall provide to all staff covered by this Agreement a statement of their accumulated vacation credits.
- 21.06 An Employee who becomes ill while on vacation leave may substitute that period while ill with sick leave, if the Employee produces a certificate from a registered medical doctor stating the period during which the Employee was hospitalized or incapacitated. The Employee shall have the vacation days credited to

vacation leave accumulation. If these days exceed the amount of days permitted under Article 21.01 (b), then these days can be carried over.

ARTICLE 22 - DESIGNATED HOLIDAYS

22.01 The following twelve (12) days will be the standard holidays for Employees:

New Year's Day
Islander Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- 22.02 When a holiday falls within an Employee's vacation period, the Employee will be granted another day off, or, by agreement, pay in lieu thereof; any such payment will be based on the Employee's regular per diem equivalent. When another day off is taken the actual date will be mutually agreed upon.
- 22.03 When a day designated as a holiday falls on an Employee's day of rest, the College shall grant the holiday with pay on the first day immediately following the holiday or a mutually acceptable day.
- 22.04 Where an Employee is required to work on a designated holiday the Employee shall be given two (2) days off in lieu of each day worked.

ARTICLE 23 - BREAKS

- 23.01 The dates and duration of the Christmas break will be established by the College but the total will not be less than five (5) days excluding designated holidays. The dates and duration of March break will coincide with the dates established by the PEI Department of Education and the total will not be less than five (5) days excluding designated holidays.
- 23.02 Employees who are required by the Director to work during the March or Christmas breaks will be entitled to an equivalent of days off in lieu.
- 23.03 The College shall provide written notice, outlining the Christmas and March breaks, by September 15 of each year.

ARTICLE 24 - ANNUAL WORK

24.01 The annual work for an Employee shall be a twelve (12) month period commencing September 1 of each calendar year and shall include an instructional period of two semesters, each of which is approximately four (4) months duration.

24.02 Hours of Work

- a) The parties recognize that the regular weekly hours of work shall not be less than thirty-five (35).
- b) **Subject to Schedule "E", the normal instructional hours of work for an Employee shall normally be Monday to Friday between the hours of 8:00am and 5:00pm.**

24.03 Alternate Work Schedules

Notwithstanding Articles 24.01 and 24.02 (b) and as determined by the Employer based on operational requirements, Employees will be required to work an alternate work schedule for programs that fall outside the normal annual work or instructional hours of work in accordance with the following:

a) **Annual Work**

Programs that require an instructional period different from that specified in Article 24.01 shall be listed in Schedule "M". The College may, on seven (7) days' notice to the Union, add programs to Schedule "M", according to operational requirements.

b) **Instructional Hours of Work**

Programs that require instructional hours of work different from that specified in Article 24.02 (b) shall be listed in Schedule "N". The College may, on seven (7) days' notice to the Union, add programs to Schedule "N", according to operational requirements.

24.04 Overtime

a) **Overtime means work that is not part of the normally recognized teaching function as set out in Article 24.05 and such work is performed outside an Employee's assigned instructional hours of work.**

b) **In order to be eligible for overtime pursuant to 24.04 (a) all of the following conditions must be met:**

(i) **The overtime assignment must be expressly required by the Employer.**

(ii) **The overtime assignment must be approved in writing by the Employer prior to the assignment being undertaken.**

c) **Overtime shall be paid at the rate of time and one-half for each hour worked or, at the request of the Employee, be granted time and one-half off in lieu of each hour worked at a time mutually agreed by the Employer and the Employee. Time in lieu shall be used in the fiscal year it is earned unless both parties agree to carry it forward into the next fiscal year.**

d) **The College has a rich history of Learning Managers volunteering to participate in activities that would normally be included in the description of work defined in Article 24.04 (a). This spirit of volunteerism will be encouraged and, for the avoidance of doubt, does not meet the criteria for overtime as set out in 24.04 (b).**

24.05 Workload Guidelines

The College shall assign an Employee's workload after consultation with the Employee and taking into account the following guidelines:

(a) number of students per section and associated governing factors

(b) nature of course

(c) number of sections/courses

(d) evaluation and assessment

(e) office hours

(f) committee involvement

(g) variation in section sizes during the academic period

(h) administrative responsibilities

(i) non-instructional professional duties such as graduation activities

(j) nature of student

(k) curriculum development

(l) approved professional development

(m) delivery modalities

(n) approved applied research

(o) any such other guidelines as the College and the Employee may agree should be considered

24.06 After consultation between the College and the Employee, the Employee's workload and schedule shall be outlined in writing not later than fifteen (15) days prior to the commencement of the academic period unless extenuating circumstances prevent the workload and/or schedule from being established to meet this time frame. The assigned workload and/or schedule may be changed, after further consultation, when operational requirements warrant so doing.

24.07 Workload Appeal Procedure

- (a) When an Employee and supervisor determine that agreement cannot be reached on the workload, the Employee may refer the matter, in writing, to a Workload Review committee within five (5) days of the agreement not being reached. When there is not agreement, the supervisor will assign the workload until the matter is resolved. The Committee will consist of two (2) Employees appointed by the Union and two (2) members appointed by the Employer. Should one of the Committee members be involved in the issue, an alternate will be appointed.
- (b) The Workload Review Committee shall meet within five (5) days of the referral and within three (3) days of the meeting, the Workload Review Committee shall advise both the supervisor and the Employee, in writing, of the decision of the Committee. A unanimous decision shall be binding.
- (c) Where pursuant to 24.07 (b) the decision is not unanimous, the Employee may request, in writing, an appeal of the decision. The Appeal Board will be comprised of the Vice-President and Chief Learning Officer, or delegate, and one (1) member appointed by the Union and one (1) member appointed by the Employer. The Appeal Board will meet at the earliest opportunity available and within three (3) days of the meeting shall advise both the supervisor and the Employee, in writing, of the decision of the Board. The decision of the Board shall be binding.
- (d) Notwithstanding a decision of the Board under Article 24.07 (c), an Employee who has exhausted the Workload Appeal Procedure contained herein may, in cases where arbitrariness, discrimination or bad faith are alleged, access the referral to arbitration as set out in Article 36, and an arbitrator's review of the matter shall be limited to the issue of arbitrariness, discrimination or bad faith.

24.08 Sessional Instructor Appointments

An Employee who accepts an appointment as a Sessional Instructor in excess of their regular work assignment shall be paid pursuant to Schedule 'H' Sub-article 52 and the time so worked shall not be considered overtime nor shall it be a factor for assessing workload under Article 24.

ARTICLE 25 - PROBATIONARY PERIOD

- 25.01 The probationary period for new Employees is two years.
- 25.02 After completion of a probationary period, a probationary Employee shall:
 - a) Become a continuing Employee; or
 - b) Have the probationary period extended in accordance with Article 25.03; or
 - c) Be terminated.
- 25.03 Notwithstanding 25.01, the College may extend the probationary period an additional one (1) year for the purpose of allowing the probationary Employee to complete the Certificate in Adult Education.
- 25.04 It is recognized that probationary Employees are required by the College to achieve a Certificate in Adult Education as a condition of being granted continuing employment status, and that the responsibility for achieving that certificate rests with the Employee. As part of the Employee's orientation process, Employees may meet with the Manager of Instructional Development to receive information on prior learning and assessment recognition for which the Employee may obtain credit. It is also recognized that the College is required to provide the necessary support for Employees to obtain their Certificate in Adult Education.
- 25.05 a) When courses are offered by the College that may assist an Employee to achieve the Certificate in Adult Education, there will be no charge for the course to the Employee.
 - b) The College will cost-share any tuition fees with the Employee on a 50/50 basis for courses offered by the University of Prince Edward Island as part of the Certificate in Adult Education.
- 25.06 An Employee who is re-employed by the College shall not be required to serve a second probationary period, provided the Employee has not been away for more than eighteen (18) months, and provided the Employee still instructs in the same subject area(s).

- 25.07 The College shall evaluate a probationary Employee's performance during the probationary period. Evaluations shall be discussed with probationary Employees in accordance with Article 33.02.
- 25.08 Each probationary Employee shall be notified by Human Resources Office at least two (2) weeks prior to completion of the probationary period whether the Employee shall continue as a probationary Employee, be changed to a continuing Employee or be terminated.

ARTICLE 26 - INSURANCE AND PENSION COVERAGE

- 26.01 Group Medical and Dental Insurance - The College agrees to pay seventy-five (75) percent of the premium cost of medical and dental plans for Employees who elect single/family coverage subject to the payment of the balance of the premiums by Employees through pay deductions.
- 26.02 a) The College agrees to pay two-thirds (2/3) of the cost of premiums for the Group Life Insurance Plan and the Accidental Death and Dismemberment Insurance Plan subject to the payment of the balance of the premiums by Employees through pay deductions.
- b) The premiums for Voluntary Group Life, Dependent Life, and Voluntary Accidental Death and Dismemberment Insurance coverage will be 100% Employee paid.
- 26.03 Pensions - Effective April 1, 1977, all probationary and continuing Employees so eligible shall participate in the Holland College Pension Plan. A copy of the provisions of the Pension Plan shall be provided to each probationary Employee.
- 26.04 Employees who retire have the option of participating in a group medical and/or dental insurance plan subject to the payment of premiums by retired Employees.
- 26.05 The College agrees to make available to each Employee a summary of the provisions of its liability insurance plan. A copy of the liability insurance plan shall be available from the College for review by Employees.
- 26.06 a) The College agrees to administer an appropriate long term disability insurance plan, the premium costs of which shall be paid totally by the Employees participating in the plan. Participation in the plan shall be mandatory for all Employees.
- b) The College agrees to consult with Employees regarding any proposed amendments to the Holland College Long Term Disability Plan.
- 26.07 The College agrees to have two (2) UPSE representatives as members of the Holland College Pension Committee. The purpose of the committee is to examine pension plan benefits, costs and make recommendations to the College.
- 26.08 The College agrees to administer an appropriate accidental death and dismemberment insurance plan that will provide coverage in the amount of one hundred and fifty thousand dollars (\$150,000) on the lives of Employees when travelling outside the province on College business. The College agrees to pay one hundred (100) percent of the premium cost for this plan. Participation in the plan will be automatic upon approval of out-of-province travel.
- 26.09 The Director of Human Resources will chair a Benefits Advisory Committee. The purpose of this committee is to examine benefits and costs for eligible Employees and retirees and make recommendations to the College. The committee will include two (2) representatives from UPSE Faculty.

ARTICLE 27 - INJURY ON DUTY

- 27.01 All Employees shall be covered by the *Workers Compensation Act*. An Employee prevented from performing the Employee's regular duties with the College as a result of an accident, that is covered by the *Workers Compensation Act*, shall receive a leave of absence under Article 12.02 (a) (ii) for the period the Employee receives Workers Compensation benefits.
- 27.02 This leave of absence shall continue for a period of nine (9) months but may be extended to twelve (12) months if medical opinion advises that the Employee should be able to return to work within the additional three (3) month period.

- 27.03 During the leave of absence provided under this Article, the College shall pay the full cost of the Employee's premiums for compulsory insurance outlined in Article 26.02 plus the Employee's premiums for group medical and dental insurances, providing the Employee was enrolled in these plans prior to the Employee's injury on duty. The College shall also make the Employee's pension contribution if necessary for eligible Employees during this leave of absence, on the basis as if the Employee had been at work.
- 27.04 Notwithstanding Article 15.01, in the event that the salary of an Employee, at the time of a claim under the *Workers Compensation Act*, exceeds the maximum annual earnings established by regulation, the College shall during injury on duty leave continue to pay the Employee an amount equal to eighty percent (80%) (eighty-five percent (85%) after thirty-nine (39) weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers Compensation Board up to the maximum annual earnings.
- 27.05 Pending the initial decision of a Workers Compensation Claim, an Employee shall continue on payroll and shall be paid at the level which is equivalent to the Employee's entitlement under the *Workers Compensation Act*. When the claim is approved, the Employee agrees to repay the amount equivalent to the amount paid by the College pending the approval of the claim. If the claim is not approved, the Employee will be entitled to use sick leave.
- 27.06 An Employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day or shift without deduction from sick leave, if the College is provided with a doctor's certificate confirming that the Employee is not fit to return to work.

ARTICLE 28 - SAFETY AND HEALTH

- 28.01 An Occupational Health and Safety Committee shall be established in each Centre and shall be governed by the *Occupational Health and Safety Act and Regulations*.
- 28.02 Employees shall take every reasonable precaution to ensure their own health and safety.

ARTICLE 29 - CLOTHING

- 29.01 Where it is recommended in writing to the College by the Occupational Health and Safety Division or where an Employee is required by law or by the College to wear protective clothing and other devices, the College shall provide such clothing free of charge to the Employee. In cases where laundering is required it shall be provided free of charge.
- 29.02 Where uniforms or protective clothing are currently provided by the College, the present practice shall continue.
- 29.03 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the College.

ARTICLE 30 - TRAVEL AND ACCOMMODATION

- 30.01 Subject to Article 30.03, each Employee is responsible for transportation between the Employee's place of residence and the Employee's base centre.
- 30.02 Employees using their own motor vehicles in the performance of College approved duties which occur away from their base centre shall be paid an allowance for each kilometer driven equal to the rate the Government of Prince Edward Island reimburses to its Employees. The College agrees to adjust its reimbursement rate four (4) times per year and will apply the government rate which is effective each January 1, April 1, July 1, and October 1. Employees and the Union will be notified each time the rate changes. Employees shall be eligible for a minimum daily claim of six dollars twenty-five cents (\$6.25).
- 30.03 Providing there is no change in location of residence, and providing the new centre is eight (8) kilometers more distant from the Employee's place of residence, Employees who are transferred to a different centre shall be paid an allowance as provided in Article 30.02 for a period not to exceed twelve (12) months. Total kilometers are to be determined using the following formula:

2 x (distance between residence and new centre minus distance between residence and original centre).

This section may be waived by mutual agreement.

- 30.04 Employees who serve more than one centre shall be paid an allowance as provided in Article 30.02 for travel between centres during the day. The allowance will be calculated on the basis of the distance travelled on a return trip from the base centre.
- 30.05 Expenditure on meals within the province and outside the province shall be limited to the amount necessary to maintain a comparable level of living to that normally enjoyed at home.
- 30.06 Employees shall also be reimbursed for expenses such as parking charges, telephone calls and taxi fare.
- 30.07 When Employees are required by the College to be away from their regular place of residence by reason of College business, they will be paid an accommodation allowance for commercial establishment at actual cost, with a receipt to accompany the Employee's claim. If an Employee elects to stay in a non-commercial establishment, the Employee shall be eligible to claim fifteen dollars (\$15.00) per day in lieu of commercial accommodation.
- 30.08 In-province travel claims shall be submitted on a monthly basis. Out-of-province travel claims shall be submitted within twenty (20) days of returning to the province. Payments shall be made within ten (10) days of submission of the claim. No travel advance will be provided for less than fifty dollars (\$50) for out-of-province travel.
- 30.09 In instances where transportation, meals or accommodations are provided by the College, an Employee may not claim under this Article.
- 30.10 Employees using their own vehicle shall, prior to transporting students on College business, obtain an endorsement with a Form 6A Limited Permission to Carry Passengers for Compensation, to the Employee's current insurance. The College will reimburse Employees for this additional expense on production of a receipt issued by the insurance company.
- 30.11 Employees shall be reimbursed for the return economy airfare and airport ground transportation or the allowable travel allowance whichever is less, when they use their vehicle for out-of-province travel.

ARTICLE 31 - JOB ASSIGNMENT AND TRANSFER

- 31.01 Job Assignment - For the purpose of this Article, "job assignment" means the course area of instruction.
- 31.02 Two (2) months prior to the opening of a new term, the College should endeavor to determine the assignment of each Employee for the following term. Upon determination of such assignment, an Employee whose assignment is to change shall be advised by letter.
- 31.03 Wherever possible the Employee shall be assigned to the level and areas of instruction of one's preference.
- 31.04 Transfer - For the purpose of this Article, "transfer" means a change from one centre to another centre that is more than ten (10) kilometers from the first centre.
- 31.05 An Employee may be transferred or request a transfer to a different centre. Where an Employee is transferred from one centre to another, the Employee shall be given at least four (4) months notice of such transfer unless such transfer is by mutual consent. Article 47 (Seniority) shall be applied in the case of involuntary transfer.
- 31.06 Should an Employee be required to serve more than one centre, the College shall designate a base centre for such Employee.
- 31.07 An Employee shall not receive a transfer during the three (3) years prior to the Employee's compulsory retirement date except by mutual consent of the Employee and the College.

- 31.08 Notwithstanding Article 31.07, an Employee may be transferred to a different centre under the following conditions:
- a) The centre is permanently closed.
 - b) A change in curriculum makes the position non-existent; or
 - c) The student population is reduced so as to make the position non-existent.
- 31.09 An Employee who is required to change from one centre to another where the distance is less than ten (10) kilometers shall receive ten (10) days notice.
- 31.10 Employees who voluntarily transfer from one geographic area to another as a result of a promotion, and who change their place of residence, are eligible for removal costs for furniture and household effects up to one thousand dollars (\$1,000), subject to the eligibility requirements outlined below. Receipts are required to claim any amounts under this section.
- 31.11 Where the College transfers an Employee or where the Employee's position is relocated, the Employee shall be entitled to reimbursement for the following expenses involved in relocation, subject to the eligibility requirements outlined below:
- a) House Hunting Trips
Up to three (3) days' leave of absence with pay plus accommodation. Meals and travel allowances shall be paid according to the provisions of Article 30.
 - b) Housing Assistance
 - i) Where the Employee owns a home, financial assistance will be provided to cover the actual and reasonable costs of: 1) advertising the sale of the home if sold privately or real estate fees if sold by a real estate firm, 2) legal fees, 3) mortgage repayment penalty, if applicable.
 - ii) Where the Employee has been renting accommodation, actual and reasonable costs required to cover the termination of lease.
 - iii) Where an Employee purchases a home in the new geographic location, payment of legal fees pertaining to good title of property and acquisition of mortgage.
 - c) Moving Expenses
Actual and reasonable costs as indicated by receipts for:
 - i) Packing, moving and unpacking of furniture and effects.
 - ii) Insurance in transit.
 - iii) Short-term storage of furniture and effects for up to sixty (60) days, if required; and
 - iv) Payment of indirect moving expenses such as fitting carpets and drapes and connecting appliances and utilities.
 - d) Family Travel Costs
Travel by auto at the rates specified in Article 30 from previous residence to new residence, to a maximum of five (5) trips as authorized by the Vice President of Corporate Services.
 - e) Temporary Accommodation and Living Allowance
For the Employee and family up to a maximum allowance of five hundred dollars (\$500).
 - f) Temporary Travel Expenses
The College will pay the Employee travel expenses from the old domicile to the new headquarters at the rates specified in Article 30 up to a maximum of one (1) year or until the Employee is relocated.

31.12 Eligibility

Reimbursement of relocation expenses on transfer shall be paid only when:

- a) The move takes place within fifteen (15) months of transfer.
- b) The distance between the old and new headquarters is thirty-two (32) kilometers or more.
- c) The commuting distance between the Employee's domicile and new headquarters is greater than the distance between the Employee's domicile and old headquarters.
- d) The commuting distance between the Employee's domicile and new headquarters is thirty-two (32) kilometers or more.

31.13 Where an Employee is temporarily transferred to another centre and where the transfer results in additional travel time of at least forty (40) minutes per day, the Employee shall receive an honorarium of one thousand five hundred dollars (\$1,500) for the academic year. Where the transfer is for a period of time less than the full academic year, the honorarium shall be prorated accordingly.

ARTICLE 32 - RELOCATION EXPENSES FOR NEW EMPLOYEES

32.01 A new Employee of the College shall receive assistance towards relocation expenses provided the Employee is not ordinarily a resident in the locality where the Employee's services are required or within sixty (60) kilometers commuting distance of it.

32.02 The amount of reimbursement shall be the actual and necessary up to a maximum of \$5,000 for relocation expenses from the Employee's place of ordinary residence to the location where the Employee's services are required.

32.03 The eligible costs shall include:

- a) The cost of transportation of the Employee, the Employee's spouse and the Employee's dependent children by a method of travel previously approved by the Vice President of Corporate Services.
- b) Living expenses incurred for the Employee and the Employee's family while travelling, including at the discretion of the Vice President of Corporate Services, not more than three (3) days at the Employee's ordinary residence and seven (7) days at the locality where the Employee's services are required.
- c) The cost of transporting the Employee's household furniture and personal effects of the Employee and the Employee's family; and
- d) Any other expenses approved by the Vice President of Corporate Services.

32.04 Eligible Employees must declare their intention to relocate at the time of appointment and must claim relocation expenses within a twelve (12) month period from the date of appointment.

32.05 An Employee who receives reimbursement under this Article and who voluntarily leaves the employ of the College before the Employee has completed two (2) full years of service with the College, shall repay to the College that percentage of the reimbursement received that is equal to the percentage of the two (2) year time period that has not been completed.

ARTICLE 33 - PERSONAL RECORD FILES

33.01 The College shall maintain, in its Human Resource Office, a personal record file of each Employee which shall be available for personal inspection, upon request, during working hours.

33.02 Before an evaluation report is entered into the Employee's personal record file, the Employee will acknowledge that one has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the Employee's signature does not necessarily indicate agreement with the contents. The Employee will be permitted to attach the Employee's comments related to the evaluation report. No additional comments shall be added to the evaluation report after it has been signed by the

Employee. An Employee shall, upon request, be provided with a copy of any report entered under this sub-article.

- 33.03 The procedure outlined in Article 33.02 above, shall also apply to the entering of adverse notes or reports in an Employee's personal record file.
- 33.04 The Director of Human Resources shall have any adverse report or note entered in the Employee's personal record file removed after twenty-four (24) months have elapsed, provided there has been no additional related adverse note or report during the twenty-four (24) month period. The twenty-four (24) months shall be calculated from the date the matter or event causing the adverse report or note occurred.
- 33.05 The College shall release information from an Employee's personal record file only upon request of the Employee.

ARTICLE 34 - DISCIPLINE

- 34.01 No Employee shall be disciplined by written reprimand, suspension without pay or discharge except for just and sufficient cause; however, a probationary Employee may be discharged if, after a fair and reasonable evaluation by the College in accordance with the provision of Article 25.07, he/she is found to be unsuitable. Termination of employment after a fair and reasonable evaluation during an Employee's probationary period shall not constitute "discipline" under this Agreement.
- 34.02 When an Employee is disciplined, the Employee shall be immediately provided with written confirmation. In addition, within five (5) days the College shall provide the reasons in writing for the action taken. A copy of such notice shall be sent to the Union.
- 34.03 Where an Employee alleges one has been disciplined in violation of Article 34.01, the Employee may within ten (10) days of receipt of written reasons invoke the Grievance Procedure. In the case of suspension or discharge, the Employee shall lodge one's grievance at the final level in the Grievance Procedure. If a satisfactory settlement is not reached, the Employee may proceed to arbitration as outlined in Article 36.
- 34.04 Where it is determined that an Employee has been disciplined in violation of Article 34.01, that Employee shall be reinstated immediately in the Employee's former position without loss of pay or any other benefit which would have accrued to the Employee if the Employee had not been suspended or discharged.
- 34.05 Evidence used in cases of discipline will be disclosed to the Union upon request.

ARTICLE 35 - GRIEVANCES

35.01 Policy

The College and the Union recognize the desirability of providing for an orderly system of resolving any complaints or disputes in order to provide a harmonious and cooperative relationship between the College and its Employees.

- 35.02 "Grievance" means any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable. Probationary Employees shall have access to the Grievance Procedure including Arbitration.

35.03 Designated Representatives

The College shall designate representatives at each of two (2) levels of the Grievance Procedure and advise the Union and all Employees of the name and title of the Designated Representatives.

35.04 Stewards

The Union shall provide the College with the names of Stewards authorized to deal with complaints and grievances on behalf of Employees.

35.05 Complaint Stage

The parties to this Agreement recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For this reason, it is understood that if any Employee has a complaint

the Employee shall discuss it with the Employee's immediate supervisor as soon as possible and in any case within five (5) days from the date upon which the subject of the complaint occurred, or the Employee became aware of it; provided that no complaint under this Article shall be raised more than sixty (60) days after the date upon which the subject of the complaint occurred. At the Employee's request a steward can be in attendance at such meetings. The immediate supervisor shall respond to the complaint within five (5) days of the discussion.

35.06 Grievance Procedure

Failing settlement of a complaint, it may be taken up as a grievance. In each of the following steps of the Grievance Procedure, the person designated by the College at the first and second level of the Grievance Procedure or the Employee may request a meeting to discuss the grievance at a mutually agreeable time. At the Employee's request, a steward can be in attendance at such meetings. The following steps will be followed in presenting a grievance:

Step One - Within five (5) days from the date of the immediate supervisor's reply, the Employee shall present a written grievance outlining the nature of the grievance, the surrounding circumstances and the desired remedy to the Designated Representative at level one. If the Employee does not receive a satisfactory settlement in writing within five (5) days from the date on which the Employee presented the grievance to the Designated Representative at the first level in the Grievance Procedure, the Employee may proceed to Step Two.

Step Two - Within five (5) days from the expiration of the five-day period referred to in Step One, the Employee shall present the grievance in writing either by personal service or by registered mail to the Designated Representative at level two. The Designated Representative at level two shall reply in writing within five (5) days from the date the Designated Representative received the grievance. If the Employee does not receive a satisfactory reply from the Designated Representative at level two, the Employee may refer the grievance to Arbitration, as outlined in Article 36, within ten (10) days of the date on which the Employee should have received a satisfactory reply from the Designated Representative at level two.

35.07 Variance from Normal Grievance Procedure

A grievance may initially be presented beyond Step One with the approval of the Vice President of Corporate Services.

35.08 Union Representation

In any case where an Employee presents the Employee's grievance in person or in any case where a hearing is held on a grievance, the Employee may be accompanied by representatives of the Union.

35.09 College or Union Grievance

Where a dispute involving a question of general application or interpretation occurs or where the Union or the College has a grievance, the grievance shall be presented by personal service or by registered mail within five (5) days of the occurrence of the dispute or the College or the Union becoming aware of the dispute.

35.10 A grievance by the College under Article 35.09 shall be presented to the President of the Union.

35.11 A grievance by the Union under Article 35.09 shall be presented to the Vice President of Corporate Services.

35.12 The time limit for a reply from Article 35.10 and 35.11 shall be five (5) days from the date the grievance was received. If a satisfactory reply is not received within the time limit specified, the party which initiated the grievance may refer the grievance to Arbitration, as outlined in Article 36, within ten (10) days of the date on which a satisfactory reply should have been received.

35.13 Time Limits

The time limits specified in this Article may be extended by mutual agreement.

35.14 Communications

a) When it is necessary to use the postal service to process a grievance, all correspondence between the designated representative and the Employee shall be by registered mail.

- b) When a grievance is delivered by hand it will be dated the date it was delivered as will be the reply.

ARTICLE 36 - ARBITRATION

36.01 Union Concurrence

Employees may pursue a grievance under this Article only with the approval of the Union.

36.02 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.

36.03 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, upon request of either party, the appointment shall be made by the Minister of Labour.

36.04 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall follow a layperson's procedure and shall avoid legalistic or formal procedures, as much as possible. It shall commence hearings within ten (10) days of appointment of the Chairperson and determine the difference or allegation and render a decision within ten (10) days of completion of the hearings.

36.05 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

36.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

36.07 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints.
- b) One-half (1/2) of the fees and expenses of the chairperson.
- c) One-half (1/2) of the fees and expenses of such secretarial assistance as is deemed necessary by the Board.
- d) One-half (1/2) of the expenses, if any, of accommodation required for the hearing.

36.08 Single Arbitrator

If one party requests that a single arbitrator be appointed and the other party agrees, then the single arbitrator shall be chosen from a list agreed to by both parties in advance.

- 36.09 A single arbitrator appointed under Article 36.08 shall have the same powers, duties and responsibilities as a Board of Arbitration appointed under this Article.

ARTICLE 37 - CLASSIFICATION APPEAL PROCEDURE

- 37.01 An Employee who considers that he/she is improperly classified in Schedule "A" may request a review of the Employee's step placement by submitting a letter specifying the step placement desired and the reasons for the request to the Executive Director. The Executive Director shall notify the Employee's immediate supervisor and the supervisor shall indicate the level of support for the Employee's request.
- 37.02 Within fifteen (15) days of receiving the request the Executive Director will advise the Employee of the decision to either recommend or not recommend a new step placement to the Director of Human Resources.
- 37.03 The Director of Human Resources shall review and respond within fifteen (15) days of the previous decision.
- 37.04 If the Employee does not agree to the reply received, the Employee may appeal the Employee's case to a Classification Appeal Board within five (5) days of the expiration of the fifteen (15) days mentioned in Article 37.03.
- 37.05 A Classification Appeal Board consisting of one member appointed by the Union, one member appointed by the College and a mutually agreeable chairperson shall be named for a two-year period commencing as soon as possible after this Agreement is signed.
- 37.06 An appeal to the Board from the Employee shall be in writing specifying the reasons for the appeal and shall be sent to the Chairperson of the Board.
- 37.07 The Board shall, within fifteen (15) days of receipt of the appeal, review the appeal and may hold a hearing on the appeal. Where a hearing is held, the Employee and a representative of the College shall present their respective positions.
- 37.08 The Board shall communicate its decision and reasons thereof in respect to the appeal in writing to the Employee, the College and the Union.
- 37.09 The decision of the Board is binding on all parties.

ARTICLE 38 - JOINT CONSULTATION

- 38.01 The parties acknowledge the benefits to be derived from joint consultation.
- 38.02 Either party may request the other to enter into joint consultations on matters that are of interest.
- 38.03 Where such a request is made, joint consultations shall take place and the parties shall attempt to achieve mutual agreement on solutions to problems.

ARTICLE 39 - LABOUR MANAGEMENT RELATIONS

- 39.01 The College agrees to establish mechanisms within its centres to provide for the exchange of information with Employees, on matters of mutual interest and concern. Such mechanisms shall include meetings with Employees.

ARTICLE 40 - TECHNOLOGICAL CHANGE

- 40.01 Technological change means the introduction, by the College, of new instructional methods or significant changes to present programs that will require retraining of Employees.
- 40.02 Where the College intends to introduce a technological change, the College shall provide the Employee affected with notice as soon as the College becomes aware that such change will be implemented.
- 40.03 Where the College has notified the Employee of its intention of introducing technological change as outlined in Article 40.02, the parties will meet within the next thirty (30) calendar days to engage in consultation in a effort to reach an agreement on solutions to the problems arising from this intended change and on measures to be taken by the employer to protect the Employees from any adverse effects.

- 40.04 In the event of proposed technological changes, the College agrees to offer employment to its Employees before hiring from the outside market in accordance with Article 40.03.
- 40.05 If as the result of a change in technology, the College requires an Employee to undertake additional training, the training will be provided at no cost to the Employee.
- 40.06 When an Employee intends to recommend technical changes to the College, such change will be recommended as soon as possible.
- 40.07 This article is not intended in any way to affect the normal obligation of an Employee to keep abreast of changes in the Employee's instructional field.

ARTICLE 41 - SUBSTITUTES

- 41.01 Prior to September 1st each year, every Centre shall designate an individual who will be responsible for compiling a list of substitutes, notifying Employees of the availability of substitutes and establishing reporting procedures to be followed by Employees who require a replacement. In the case of sickness, Employees may contact the designated individual for that Centre who will arrange for a suitable substitute.
- 41.02 A substitute shall perform as far as possible, all the duties of the Employee for whom one substitutes. The details of duties to be performed by a substitute will be set forth by the individual designated in Article 41.01.
- 41.03 Substitutes should show evidence of attempts to keep abreast with current educational practices.
- 41.04 Any Employee instructing in a continuous intake exit program shall have a suitable substitute to relieve the Employee for any previously approved leave.

ARTICLE 42 - PROGRAM DEVELOPMENT

- 42.01 The Employer will relieve an Employee from regular duties to perform major revisions of a program, or courses that represent a substantial portion thereof, on an "as required" basis.
- 42.02 Substitutes may be retained by the College to handle the Employee's normal classroom and shop duties with students while the Employee is completing program development responsibilities.

ARTICLE 43 - POLITICAL OFFICE

- 43.01 An Employee who campaigns as a candidate for public office is expected to carry out campaign activities outside normal work hours. When the College determines that campaign activities interfere with normal working hours or affect an Employee's ability to teach, a leave of absence without pay must be taken for the duration of the campaign.
- 43.02 a) An Employee who is elected to the Provincial Legislature shall be given a leave of absence without pay for the period of each year in which the Employee sits in the Provincial Legislature.
- b) An Employee who is elected to the Parliament of Canada shall be given leave of absence without pay until dissolution of Parliament.
- c) An Employee who is appointed a Minister of the Crown shall be given leave of absence without pay until dissolution of the Legislature or Parliament to which the Employee is elected or until the Employee ceases to be a Minister of the Crown.
- 43.03 After the dissolution of the Parliament or Legislature to which the Employee is first elected, the Employee is entitled to return to the College in the Employee's original position, if vacant, or to a position having an equivalent salary.
- 43.04 An Employee who offers for re-election after the dissolution of the Parliament or Legislature to which the Employee is first elected, must take leave of absence without pay during the period of active campaigning prior to the day of the Federal or Provincial election.
- 43.05 The appointment of an Employee who becomes:

- a) a re-elected member of the Provincial Legislature and who continues as a Minister of the Crown;
- b) a re-elected member of the Provincial Legislature and who continues as Leader of the Opposition;
or
- c) a re-elected member of the Federal Parliament;

shall be terminated with effect from the date of the Employee's re-election to the Provincial Legislature or Parliament.

- 43.06 The appointment of an Employee who accepts an appointment to the Senate of Canada shall be terminated with effect from the date of appointment to the Senate.
- 43.07 An Employee who becomes an elected member of a municipal or city government is normally expected to carry out these duties in the Employee's spare time without leave or special privilege. When the duties require more than spare time, leave of absence without pay must be taken; re-election under these circumstances shall be subject to the same conditions as Article 43.05.

ARTICLE 44 - NOTIFICATION OF INTENTION

- 44.01 An Employee shall not be required to indicate whether the Employee intends to continue in a teaching position for the following year before eight (8) weeks prior to the end of the Employee's assignment.
- 44.02 Employees who are aware of their intentions prior to the date indicated in Article 44.01 should indicate such intention to the College.

ARTICLE 45 - TUITION FEES

- 45.01 Where an Employee or a person on a re-employment list under this Agreement has registered during the normal registration period for any general interest course at the College and where there are sufficient numbers of fee-paying clients to cover the direct costs of the course, the Employee will be granted free tuition in that general interest course provided, however, that no Employee shall be granted free tuition in cases where there are sufficient numbers of fee-paying clients to completely fill the course. In cases where Employees are granted free tuition, they shall be responsible for the cost of any textbooks and materials required for the course.
- 45.02 Persons on a College re-employment list may be admitted to College programs without tuition charge at the discretion of the Vice President of Corporate Services to which they seek admission.

ARTICLE 46 - PRE-RETIREMENT COURSE

- 46.01 The College agrees to provide the opportunity for Employees to participate in a Holland College or PEI Government course on pre-retirement.
- 46.02 Employees will be provided leave with pay and free tuition to participate in the pre-retirement course referred to in Article 46.01.

ARTICLE 47 - SENIORITY

- 47.01 Where qualifications, ability and suitability are equal, seniority shall be the determining factor in determining preference for layoff and recall, in filling vacant positions, in the case of involuntary transfer.
- 47.02 An Employee who successfully completes the probationary period shall be granted seniority. "Seniority" for the purpose of this Article means length of service with the College and shall be retroactive to the date of probationary employment. This shall also include service with the former Division of Vocational and Continuing Education as recognized on the current seniority list.
- 47.03 The College shall maintain a seniority list showing the date on which each Employee's service is commenced.
- 47.04 An Employee shall lose seniority in the following circumstances:

- a) If the Employee is discharged for just cause and not reinstated.
 - b) If the Employee voluntarily resigns.
 - c) If the Employee is laid off for more than eighteen (18) months.
 - d) If the Employee fails to return to work upon recall; unless just cause exists.
- 47.05 Where seniority is the determining factor in layoff and recall, the unit of operation of seniority shall be by program within the bargaining unit.
- 47.06 Where seniority is the determining factor for layoff and recall, Employees shall be laid off in reverse order of seniority and recalled in order of seniority.
- 47.07 Where seniority is the determining factor in filling vacant positions, the Employee with the most seniority shall be given preference.
- 47.08 Where seniority is the determining factor in involuntary transfer, the Employee with the least seniority shall be transferred first.

ARTICLE 48 - VACANT POSITIONS

- 48.01 a) When any vacancy in a continuing position occurs or a new continuing position is created within this bargaining unit, the College shall immediately post the position on the College's Human Resources website at least two (2) weeks prior to the closing date for application. An electronic notice of all postings shall be forwarded to the Union and to Employees.
- b) A temporary assignment opportunity, available due to the absence of a probationary or continuing Employee for a period greater than six (6) months, shall be posted for seven (7) days and processed in accordance with this Article.
- c) (i) Notwithstanding any other provisions of this article, a new continuing position shall be created when three (3) consecutive short term contracts, each of at least nine (9) months duration, have been completed by the incumbent and the incumbent shall be appointed to that continuing position. This provision does not apply to those short-term positions replacing a continuing Employee.
- (ii) Article 48.01 (c) (i) shall apply only to short term contracts executed after August 1, 2005.
- 48.02 Notices as provided in this article shall contain:
- a) A concise description of the particular characteristics of the position and the benefits connected with it.
 - b) A listing of the criteria of eligibility and the requirements of the position.
- 48.03 The College agrees that applications shall be fully processed to determine if there is a suitable applicant and the processing shall be done in the following order:
- a) Continuing Employees, including individuals on the re-employment list.
 - b) Part-time and short-term Employees who have worked a minimum of three (3) months cumulative in the previous twelve (12) months.
 - c) Other College Employees.
 - d) Other applicants.

In the event that present Employees or former Employees of this Agreement are denied an interview for any continuing position, the College agrees to provide, upon request, an explanation of the reasons the applicant was unsuccessful.

- 48.04 Article 47 (Seniority) shall be applied in filling vacant positions from within the College.

- 48.05 If the position is not filled by the process outlined in the Article, it can be filled through secondment.
- 48.06 Upon request, the Union shall receive a list of positions which are recognized as bargaining unit positions.

ARTICLE 49 - LAYOFF AND RECALL

49.01 If one of the following conditions occurs:

- a) The learning centre is permanently closed; or
- b) The position becomes non-existent; or
- c) An Employee's medical condition is such that he/she is unable to fulfill job functions pursuant to Article 55

and the College is unable to find a suitable position for the Employee concerned, as provided in Article 31.08, the Employee may be laid off in accordance with Articles 49.02 through 49.05.

- 49.02 a) If a continuing Employee hired prior to April 1, 2002 is to be laid off, the College must give notice in writing twelve (12) months prior to the effective date of layoff.
- b) If a probationary or continuing Employee hired on or after April 1, 2002 is to be laid off, the College must give notice in writing three (3) months prior to the effective date of layoff.

49.03 When a continuing Employee is laid off, the Employee shall be placed on a re-employment list for a period of eighteen (18) months. When a continuing Employee is laid off the College will notify the Union of the effective date of layoff. This list shall be maintained by the Human Resources Office and the list shall be checked for eligible candidates each time any vacancy occurs in the College establishment. Any eligible Employee on the list shall be recalled before the vacant position is advertised.

49.04 In the event that a former continuing Employee accepts part-time or short-term employment with the College during the initial eighteen (18) month period that the Employee is on a re-employment list, the Employee's period of time on the re-employment list will be extended by the number of calendar days equal to the time the Employee worked during the initial eighteen (18) month period on the re-employment list.

49.05 Article 47 (Seniority) shall be applied in cases of layoff and recall.

ARTICLE 50 - SEVERANCE AND RETIREMENT PAY

50.01 Effective the signing date of this Agreement, and for the purpose of this Article:

- a) "Retirement" means separation from the College and the exercising of pension vesting rights; or the exercising of any other College retirement savings plan.
- b) "Continuous full-time service" means continuous full-time service with Holland College, the Province of Prince Edward Island, or both.

50.02 All continuing Employees who have five (5) or more years of continuous full-time service, or their estates, shall be entitled to severance or retirement pay for one of the following reasons:

- a) Retirement;
- b) Termination of employment due to permanent disability or death; or
- c) Due to position abolishment or layoff.

50.03 a) **Retirement, Death or Disability**
For Employees hired on or after April 1, 2014, the severance or retirement pay payable under sub-article 50.02 (a) or (b) shall be equal to one (1) week's pay for each year of continuous full-time service, or portion thereof, multiplied by the Employee's average annual salary for the period of continuous service.

Average Annual Salary x Years of continuous service

The calculation of the Average Annual Salary shall exclude the Employee's salary in their first year of employment.

b) **Position Abolishment or Layoff**

The severance pay payable under sub-article 50.02 (c) shall be equal to one (1) week's pay for each year of continuous full-time service, or portion thereof, and shall be based upon the Employee's weekly salary in effect at the date of termination.

50.04 An Employee who has been provided written notice of layoff and who resigns shall, provided the Employee has at least five (5) years continuous full-time service, be entitled to receive severance pay in accordance with the provisions of this Article.

50.05 At the written request of the Employee, any severance or retirement pay payable under Article 50.02 will be paid to the Employee at the beginning of the next calendar year.

50.06 a) An Employee to whom retirement pay is payable under Article 50.02 (a) may elect to:

i) take a paid pre-retirement vacation in lieu of the Employee's entitlement to retirement pay which will equal the Employee's entitlement under Article 50.03(a); or

ii) take a combination of paid pre-retirement vacation and retirement pay which will equal the Employee's entitlement under Article 50.03(a).

However, any paid pre-retirement vacation under this Article must terminate on the Employee's date of retirement.

b) In order to qualify for a paid pre-retirement vacation under this sub-article, the Employee must request the paid pre-retirement vacation in writing at least six (6) months prior to the proposed commencement date of the paid pre-retirement vacation.

An application for a paid pre-retirement vacation may be submitted less than six (6) months prior to the proposed commencement date of the vacation; but the granting of a pre-retirement vacation in such a case shall be at the discretion of the College.

ARTICLE 51 - PART-TIME AND SHORT-TERM EMPLOYEES

51.01 "Part-time employee" means an employee who is appointed to a part-time position.

"Part-time position" means a position, **other than a Sessional Position**, that has scheduled working hours that are less than the normal weekly or daily hours of work for continuing positions.

"Short-term employee" means an employee who is appointed to a short-term position.

"Short-term position" means a position, **other than a Sessional Position**, that will continue for not more than twelve (12) months where the duties are full-time but for limited or uncertain duration.

51.02 a) Part-time and short-term employees hired following June 30, 1999 shall be paid a per diem rate equal to 1/261 of the annual salary for the position as outlined in Schedule "A."

b) Part-time and short-term employees seconded to the Institute of Adult and Community Education (IACE) shall be paid in accordance with the rates of pay in Schedule "B" of this Agreement and in accordance with the per diem formula in effect on June 30, 1999.

51.03 Part-time and short-term employees who have accumulated the equivalent of one hundred and eighty-five (185) days of work shall receive credit for one (1) year of service for salary purposes.

51.04 Notwithstanding the definition of "employee" as contained in Article 2, part-time and short-term employees shall be entitled to the following provisions as listed below:

Article 1 Purpose of the Agreement, in its entirety

Article 2 Definitions, in its entirety

Article 3 Recognition, in its entirety

- Article 4 Management Rights, in its entirety
- Article 5 No Discrimination, in its entirety
- Article 6 Public Legislation, in its entirety
- Article 7 Instructional Material, in its entirety
- Article 8 Information, in its entirety
- Article 11 Union Dues, in its entirety
- Article 12 Leave of Absence, Article 12.01 and 12.02 only
- Article 13 Special Leave, Article 13.01 (f) only
- Article 14 Maternity, Adoption and Parental Leave, employees shall be granted maternity, adoption and parental leave in accordance with the *Employment Standards Act*.
- Article 15 Sick Leave, sick leave accumulation on the basis of one and two-thirds (1 2/3) days for every twenty (20) days paid. For the purpose of this Article accumulation of sick leave credits shall continue from year to year for employees hired in consecutive years provided they work more than twelve (12) weeks on a cumulative basis from September to August each year.
- Article 16 Leave on Union Business, in its entirety.
- Article 17 Development or Sabbatical Leave, employees may be granted leave under this Article at the discretion of the College.
- Article 21 Annual Vacation, employees covered by Article 51.02 (a) shall be compensated as follows based on their cumulative service:
- Employees will have eight percent (8%) added to their pay in lieu of vacation leave. Any employee who worked 30 weeks or more in the twelve (12) month period prior to March 31, 2008 shall have their rate maintained at the higher level in lieu of vacation leave, provided they continue to work 30 weeks or more in subsequent years.
- Article 22 Designated Holidays, article 22.01 only
- Additionally, in order to be eligible for the holiday, the employee must have worked any portion of the 10 day period immediately prior to the holiday. The calculation of the holiday per diem rate of pay will be pro-rated based on the 10 day pay period immediately prior to the paid holiday.
- Article 26 Insurance and Pension Coverage
- 26.01 Group Medical and Dental
- The College will pay two-thirds (2/3) of the premium costs for group medical and dental insurance for the following employees subject to the payment of the balance of the premiums by employees through payroll deductions.
- a) Employees who were participating in the Plan(s) up to June 30, 1999 and who are re-employed in successive years for more than three (3) continuous months per year shall be eligible to participate in the Group Medical and Dental Plans where the Plans permit, provided they pay the full premiums for periods between College employment. Such coverage will be implemented only at the request of the employee and the full premiums for such coverage must be paid to the College in advance prior to the last working day in the active employment period. If it is later determined that such an employee will not be re-employed by the College in the following employment period, such coverage will cease immediately and the employee will be refunded any advanced premiums paid for periods beyond the date coverage is terminated.

- b) Employees who were hired initially after June 30, 1999, must be employed for a minimum of six (6) consecutive months to qualify for benefits. When these employees are re-employed in successive years for six (6) months or more continuation of benefits is subject to the same conditions as employees covered in (a) above.

26.02 Group Life and AD&D

The College will pay two-thirds (2/3) of the premium costs for group life and AD&D insurance for the following employees subject to the payment of the balance of the premiums by employees through payroll deductions.

- a) Employees who were participating in the Plan(s) up to June 30, 1999 and who are re-employed in successive years for more than three (3) continuous months per year shall be eligible to participate in the Group Life and AD&D Plans where the Plans permit, provided they pay the full premiums for periods between College employment. Such coverage will be implemented only at the request of the employee and the full premiums for such coverage must be paid to the College in advance prior to the last working day in the active employment period. If it is later determined that such an employee will not be re-employed by the College in the following employment period, such coverage will cease immediately and the employee will be refunded any advanced premiums paid for periods beyond the date coverage is terminated.
- b) Employees who were hired initially after June 30, 1999, must be employed for a minimum of six (6) consecutive months to qualify for benefits. When these employees are re-employed in successive years for six (6) months or more, continuation of benefits is subject to the same conditions as employees covered in (a) above.

26.03 Pension

Part-time and short-term employees who meet the eligibility requirements outlined in the Holland College Pension Plan shall be eligible to participate in the pension plan.

Article 27 Injury on Duty, all part-time and short-term employees shall be covered by the PEI *Workers Compensation Act*.

Article 28 Safety and Health, in its entirety

Article 30 Travel and Accommodation, in its entirety

Article 33 Personal Record Files, in its entirety

Article 35 Grievances, in its entirety

Article 36 Arbitration, in its entirety

Article 38 Joint Consultation, in its entirety

Article 48 Vacant Positions, Article 48.01, 48.02 and 48.03. In addition, employees shall be eligible to apply for any vacant or new position or temporary assignments in the bargaining unit.

Article 52 Rates of Pay

52.01 Part-time and short-term employees shall be paid on a regular biweekly basis in accordance with the provisions of Article 51.02.

52.02 If employees instruct night courses for the College and are teaching their specialty, such employees shall be paid an hourly rate up to forty-five dollars (\$45) per hour.

52.03 Part-time and short-term employees who have not completed the required Certificate in Adult Education, Learning Management Instructor profile or Vocational Teacher training shall not advance beyond Step 3 of the pay band unless they have a relevant and recognized master's degree in which case they shall not advance beyond Step 7 of the pay band.

Article 53 Agreement Re-opener, in its entirety

Article 54 Term of Agreement and Retroactivity, in its entirety

ARTICLE 52 - RATES OF PAY

- 52.01 The rates of pay for Employees who are paid according to their academic certification shall be in accordance with Schedule "B."
- 52.02 Subject to 52.01, all other continuing and probationary Employees shall be paid in accordance with Schedule "A." In cases where Employees' salaries exceed the appropriate step, they shall continue to receive the same economic increases which are applied to Schedule "A."
- 52.03 Where an Employee is required by the College to assume the duties of another Employee in a higher paid position on an acting basis in excess of ten (10) days, the Employee will be paid at the level of the higher position retroactive to the day the Employee commenced the duties of the higher position.
- 52.04 Existing Employees will be given due consideration before non-members are recruited for a Sessional position.**
- 52.05 If an Employee should be promoted, salary adjustment shall be effective from the date the Employee assumes the Employee's new duties.
- 52.06 If an individual Employee's position is reclassified to a lower level during the fiscal year, the Employee shall retain the present rate of pay until the negotiated rate of pay equals or exceeds the present rate of pay.
- 52.07 Where a new learning management position comes into being during the term of this Agreement, which does not fall within the existing Schedule "A," the rate of pay for the position shall be subject to negotiation between the College and the Union.
- 52.08 Annual salaries for full-time Employees shall be paid in twenty-six (26) bi-weekly pay periods.
- 52.09 An allowance shall be paid to all full-time Marine Navigation Instructors who are required by the College to hold a Master Home Trade Ticket or Masters Foreign Going Ticket.
- | | |
|---------------|-------------------|
| April 1, 2011 | \$2,308 per annum |
| April 1, 2012 | \$2,354 per annum |
| April 1, 2013 | \$2,413 per annum |
- 52.10 Employees who have accumulated the equivalent of one hundred and eighty-five (185) days of substitute teaching shall receive credit for one (1) year of teaching experience for salary purposes.
- 52.11 Employees recalled in accordance with Article 49 shall be credited with previous service with the College for salary determination purposes.
- 52.12 Probationary Employees who have not completed the required Certificate in Adult Education Learning Management Instructor Profile or Vocational Teacher training shall not advance beyond Step 3 of the pay band unless they have a relevant and recognized master's degree in which case they shall not advance beyond Step 7 of the pay band.
- 52.13 The anniversary date of Employees shall be April 1. On the Employee's anniversary date, the College shall grant an increment for each additional year of experience provided the Employee has not reached the maximum rate of pay for the position.

ARTICLE 53 - AGREEMENT RE-OPENER

- 53.01 The contents of this Agreement may be altered at any time by the mutual consent of the parties.
- 53.02 Should either party to this Agreement wish to alter the Agreement in whole or in part, such request must be made in writing to the other party. The request shall contain the proposed amendment and a proposed date and place of meeting suggested.

- 53.03 Within fifteen (15) days of receiving the request outlined in Article 53.02, a written response must be made by the second party, indicating whether or not a meeting shall occur.
- 53.04 Any amendments to the Agreement shall be reduced to writing and signed by both parties.

ARTICLE 54 – TERM OF AGREEMENT AND RETROACTIVITY

- 54.01 This Agreement shall be in effect for the period **April 1, 2014 to March 31, 2017**, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) calendar days prior to the expiration of the Agreement.
- 54.02 **There shall be no retroactivity applied to this Collective Agreement except for salary adjustments pursuant to Schedule “A” and Schedule “B”, or as otherwise expressly provided. Retroactivity shall apply only to Continuing, Probationary, Short-term and Part-time Employees in the employ of the College on date of ratification of this Agreement.**
- 54.03 All retroactive pay to Employees covered by this Agreement shall have enclosed a statement of the formula used in the calculation.
- 54.04 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and conciliation.

ARTICLE 55 - ACCOMMODATION OF DISABLED EMPLOYEES

- 55.01 a) If a medical examination finds that an Employee is disabled from performing the functions of the position he/she occupies, accommodation may be requested pursuant to this Article.
- b) If a reasonable accommodation of the disability is not available, the Employee will be placed on sick leave until sick leave is exhausted or the Employee is able to return to work, whichever occurs first. Long Term Disability Insurance benefits should be explored.
- c) If the Employee is unable to return to work or be accommodated by the date sick leave is exhausted, the Employee can request to be placed on disability leave without pay in accordance with Article 12.02 (b).
- d) If the Employee is unable to return to work or be accommodated at the end of the disability leave, the Employee may be laid off in accordance with Article 49.
- 55.02 The College and the Union shall make every reasonable effort to accommodate a disabled Employee and to the extent required by the Prince Edward Island *Human Rights Act*.
- 55.03 The disabled Employee has a duty to co-operate and assist the College in developing an accommodation.
- 55.04 In exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the Employee to perform the essential functions of his/her position.
- 55.05 Where no reasonable modifications are possible, the disabled Employee shall be given priority to any available, comparable work for which the Employee is qualified and within his/her capabilities, at the rate of pay for the position to which the Employee is assigned. However, where the disability arises pursuant to Article 27 and the accommodated Employee is assigned to a position at a lower pay range, the Employee shall continue to retain the current rate of pay until the negotiated rate of pay equals or exceeds the current rate of pay.

ARTICLE 56 - BARGAINING UNIT WORK

- 56.01 a) The College agrees that work currently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, in such a manner that results in the layoff of continuing Employees.

- b) "Transferred, leased, assigned or conveyed" means the transfer of business in relation to successor rights pursuant to section 39 of the *Prince Edward Island Labour Act*.
- c) "Subcontracted" means any assignment of bargaining unit work to anyone outside the bargaining unit.

Signed at Charlottetown this _____ day of July, 2015.

FOR THE COLLEGE

Witness

Brian McMillan, Ph.D
President

Witness

Ken Heckbert
Chief Financial Officer

FOR THE UNION

Witness

Debbie Boyer
President

Witness

Kevin Gotell
Secretary/Treasurer

**Learning Managers
Salaries in Annual Amounts
April 1, 2014 to September 30, 2014**

This salary schedule indicates the annual base salary paid at each step to Learning Managers. The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experience is subject to submission by the Learning Manager of documentation acceptable to the College verifying that the Learning Manager is entitled to such recognition. Appeals on recognition of qualifications and experience will be dealt with under Article 37 - Classification Appeal Procedure.

Learning Managers shall be eligible to be hired and progress within the pay scales as follows:

Salary Scale for:

- A** All Learning Managers with a recognized and relevant diploma.
- B** All Learning Managers with a recognized and relevant diploma who have completed the Certificate in Adult Education.

Steps	A	B
1	55,813	55,813
2	58,600	58,600
3	61,534	61,534
4		64,609
5		67,841
6		70,552

Salary Scale for:

- C** All Learning Managers with a recognized and relevant bachelor's degree or a certified journeyman.
- D** All Learning Managers with a recognized and relevant bachelor's degree or certification where the certifying body is authorized by the federal or the provincial government who have completed the Certificate in Adult Education.

Steps	C	D
1	55,813	55,813
2	58,600	58,600
3	61,534	61,534
4		64,609
5		67,841
6		70,552
7		73,375

Salary Scale for:

- E** All Learning Managers with a recognized and relevant master's degree.
- F** All Learning Managers with a recognized and relevant master's degree who have completed the Certificate in Adult Education.

Steps	E	F
4	64,609	64,609
5	67,841	67,841
6	70,552	70,552
7	73,375	73,375
8		76,309
9		79,364
10		82,538

**Learning Managers
Salaries in Annual Amounts
October 1, 2014 to March 31, 2015**

This salary schedule indicates the annual base salary paid at each step to Learning Managers. The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experience is subject to submission by the Learning Manager of documentation acceptable to the College verifying that the Learning Manager is entitled to such recognition. Appeals on recognition of qualifications and experience will be dealt with under Article 37 - Classification Appeal Procedure.

Learning Managers shall be eligible to be hired and progress within the pay scales as follows:

Salary Scale for:

- A** All Learning Managers with a recognized and relevant diploma.
- B** All Learning Managers with a recognized and relevant diploma who have completed the Certificate in Adult Education.

Steps	A	B
1	56,232	56,232
2	59,040	59,040
3	61,996	61,996
4		65,094
5		68,350
6		71,081

Salary Scale for:

- C** All Learning Managers with a recognized and relevant bachelor's degree or a certified journey person.
- D** All Learning Managers with a recognized and relevant bachelor's degree or certification where the certifying body is authorized by the federal or the provincial government who have completed the Certificate in Adult Education.

Steps	C	D
1	56,232	56,232
2	59,040	59,040
3	61,996	61,996
4		65,094
5		68,350
6		71,081
7		73,925

Salary Scale for:

- E** All Learning Managers with a recognized and relevant master's degree.
- F** All Learning Managers with a recognized and relevant master's degree who have completed the Certificate in Adult Education.

Steps	E	F
4	65,094	65,094
5	68,350	68,350
6	71,081	71,081
7	73,925	73,925
8		76,881
9		79,959
10		83,157

**Learning Managers
Salaries in Annual Amounts
April 1, 2015 to September 30, 2015**

This salary schedule indicates the annual base salary paid at each step to Learning Managers. The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experience is subject to submission by the Learning Manager of documentation acceptable to the College verifying that the Learning Manager is entitled to such recognition. Appeals on recognition of qualifications and experience will be dealt with under Article 37 - Classification Appeal Procedure.

Learning Managers shall be eligible to be hired and progress within the pay scales as follows:

Salary Scale for:

- A** All Learning Managers with a recognized and relevant diploma.
- B** All Learning Managers with a recognized and relevant diploma who have completed the Certificate in Adult Education.

Steps	A	B
1	56,654	56,654
2	59,483	59,483
3	62,461	62,461
4		65,582
5		68,863
6		71,614

Salary Scale for:

- C** All Learning Managers with a recognized and relevant bachelor's degree or a certified journey person.
- D** All Learning Managers with a recognized and relevant bachelor's degree or certification where the certifying body is authorized by the federal or the provincial government who have completed the Certificate in Adult Education.

Steps	C	D
1	56,654	56,654
2	59,483	59,483
3	62,461	62,461
4		65,582
5		68,863
6		71,614
7		74,479

Salary Scale for:

- E** All Learning Managers with a recognized and relevant master's degree.
- F** All Learning Managers with a recognized and relevant master's degree who have completed the Certificate in Adult Education.

Steps	E	F
4	65,582	65,582
5	68,863	68,863
6	71,614	71,614
7	74,479	74,479
8		77,458
9		80,559
10		83,781

**Learning Managers
Salaries in Annual Amounts
October 1, 2015 to March 31, 2016**

This salary schedule indicates the annual base salary paid at each step to Learning Managers. The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experience is subject to submission by the Learning Manager of documentation acceptable to the College verifying that the Learning Manager is entitled to such recognition. Appeals on recognition of qualifications and experience will be dealt with under Article 37 - Classification Appeal Procedure.

Learning Managers shall be eligible to be hired and progress within the pay scales as follows:

Salary Scale for:

- A** All Learning Managers with a recognized and relevant diploma.
- B** All Learning Managers with a recognized and relevant diploma who have completed the Certificate in Adult Education.

Steps	A	B
1	57,079	57,079
2	59,929	59,929
3	62,929	62,929
4		66,074
5		69,379
6		72,151

Salary Scale for:

- C** All Learning Managers with a recognized and relevant bachelor's degree or a certified journeyman.
- D** All Learning Managers with a recognized and relevant bachelor's degree or certification where the certifying body is authorized by the federal or the provincial government who have completed the Certificate in Adult Education.

Steps	C	D
1	57,079	57,079
2	59,929	59,929
3	62,929	62,929
4		66,074
5		69,379
6		72,151
7		75,038

Salary Scale for:

- E** All Learning Managers with a recognized and relevant master's degree.
- F** All Learning Managers with a recognized and relevant master's degree who have completed the Certificate in Adult Education.

Steps	E	F
4	66,074	66,074
5	69,379	69,379
6	72,151	72,151
7	75,038	75,038
8		78,039
9		81,163
10		84,409

**Learning Managers
Salaries in Annual Amounts
April 1, 2016 to September 30, 2016**

This salary schedule indicates the annual base salary paid at each step to Learning Managers. The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experience is subject to submission by the Learning Manager of documentation acceptable to the College verifying that the Learning Manager is entitled to such recognition. Appeals on recognition of qualifications and experience will be dealt with under Article 37 - Classification Appeal Procedure.

Learning Managers shall be eligible to be hired and progress within the pay scales as follows:

Salary Scale for:

- A** All Learning Managers with a recognized and relevant diploma.
- B** All Learning Managers with a recognized and relevant diploma who have completed the Certificate in Adult Education.

Steps	A	B
1	58,221	58,221
2	61,128	61,128
3	64,188	64,188
4		67,395
5		70,767
6		73,594

Salary Scale for:

- C** All Learning Managers with a recognized and relevant bachelor's degree or a certified journeyman.
- D** All Learning Managers with a recognized and relevant bachelor's degree or certification where the certifying body is authorized by the federal or the provincial government who have completed the Certificate in Adult Education.

Steps	C	D
1	58,221	58,221
2	61,128	61,128
3	64,188	64,188
4		67,395
5		70,767
6		73,594
7		76,539

Salary Scale for:

- E** All Learning Managers with a recognized and relevant master's degree.
- F** All Learning Managers with a recognized and relevant master's degree who have completed the Certificate in Adult Education.

Steps	E	F
4	67,395	67,395
5	70,767	70,767
6	73,594	73,594
7	76,539	76,539
8		79,600
9		82,786
10		86,097

**Learning Managers
Salaries in Annual Amounts
October 1, 2016 to March 31, 2017**

This salary schedule indicates the annual base salary paid at each step to Learning Managers. The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experience is subject to submission by the Learning Manager of documentation acceptable to the College verifying that the Learning Manager is entitled to such recognition. Appeals on recognition of qualifications and experience will be dealt with under Article 37 - Classification Appeal Procedure.

Learning Managers shall be eligible to be hired and progress within the pay scales as follows:

Salary Scale for:

- A** All Learning Managers with a recognized and relevant diploma.
- B** All Learning Managers with a recognized and relevant diploma who have completed the Certificate in Adult Education.

Steps	A	B
1	59,385	59,385
2	62,351	62,351
3	65,472	65,472
4		68,743
5		72,182
6		75,066

Salary Scale for:

- C** All Learning Managers with a recognized and relevant bachelor's degree or a certified journeyman.
- D** All Learning Managers with a recognized and relevant bachelor's degree or certification where the certifying body is authorized by the federal or the provincial government who have completed the Certificate in Adult Education.

Steps	C	D
1	59,385	59,385
2	62,351	62,351
3	65,472	65,472
4		68,743
5		72,182
6		75,066
7		78,070

Salary Scale for:

- E** All Learning Managers with a recognized and relevant master's degree.
- F** All Learning Managers with a recognized and relevant master's degree who have completed the Certificate in Adult Education.

Steps	E	F
4	68,743	68,743
5	72,182	72,182
6	75,066	75,066
7	78,070	78,070
8		81,192
9		84,442
10		87,819

ACADEMIC LEARNING MANAGERS - PRESENT INCUMBENTS ONLY
SALARIES IN ANNUAL AMOUNTS
APRIL 1, 2014 - MARCH 31, 2017

TERM	CIV	CV	CVA	CVI
April 1, 2014	60,762	69,051	73,198	77,336
October 1, 2014	61,218	69,569	73,747	77,916
April 1, 2015	61,677	70,091	74,300	78,500
October 1, 2015	62,140	70,617	74,857	79,089
April 1, 2016	63,383	72,029	76,354	80,671
October 1, 2016	64,651	73,470	77,881	82,284

NOTE: Any present incumbents or previous employees at Certificate II or III will receive their salary plus the negotiated salary increases for Schedule B.

This schedule has application for present incumbents only: Velda Crane and Betsy O'Brien.

The College and the employees will accept the decision of the Minister of Education, or the Minister of Education's delegate, on any question of teacher certification.

The College will provide any documentation and reasonable assistance to teachers seeking clarification of or changes in certification.

No employee shall suffer reduction in salary due to Provincial changes in the certification requirements at any level, or Provincial changes in the numbering system of levels of teacher certification.

MEMORANDUM OF AGREEMENT

RE: DEFERRED SALARY LEAVE PLAN

I have read the terms and conditions of the Deferred Salary Leave Plan, Article 19, Memorandum of Agreement, and hereby agree to enter the Plan under the following terms and conditions:

1. Enrollment Date

I wish to enroll in the Deferred Salary Leave Plan commencing _____.

2. Year of Leave

I shall take my leave of absence from the College from _____ to _____.

Date

Employee

Witness

MEMORANDUM OF UNDERSTANDING

RE: SECONDMENTS TO THE INSTITUTE OF ADULT AND COMMUNITY EDUCATION (IACE)

1. The parties agree that full-time probationary and continuing employees on secondment to IACE will continue to enjoy the benefits of this Collective Agreement.
2. Part-time and short-term employees, currently on secondment to IACE shall be covered by this Collective Agreement as follows:
 - a) Employees shall continue to be paid on Schedule "B" on a present incumbent only status, and on a 1/220 per diem basis as per Article 51.02 (b).
 - b) These employees are also covered by the other provisions of Article 51 and Schedules "F" and "I."

SCHEDULE "E"

It is recognized that the nature of the work of the Atlantic Police Academy may require Employees to work hours that are outside of their normal workday. Therefore, **on a temporary and ad hoc basis**, when an Employee's scheduled day of work needs to be substantially changed to accommodate a necessary change in the work schedule, the Employer shall consult with the Employee to arrange a schedule that meets the needs of both parties. In the absence of mutual agreement, the Employee shall be given at least one week's notice of the change.

MEMORANDUM OF UNDERSTANDING

RE: SEVERANCE AND RETIREMENT PAY

1. Notwithstanding the present Severance and Retirement Pay Article, continuing Employees who were employed under the UPSE/Teacher Agreement prior to June 30, 1999 are entitled to the severance and retirement pay provisions of the 1995-1998 Agreement if that calculation entitles them to a higher payment.
2. Eligible part-time and short-term employees formerly covered under the UPSE/Teachers Agreement shall continue to enjoy the benefit of the following:

Employees who have worked an average of one hundred (100) teaching days or more per year for a minimum of five (5) consecutive years of employment with the College, shall receive severance pay if not re-employed by the College, or if terminated due to permanent disability or death, or if the employee retires after age 55, or retires under the Holland College Pension Plan. The employee shall receive severance pay equal to one (1) week's pay for every one hundred and eighty-five (185) teaching days or major portion thereof of teaching experience with the College. The severance pay shall be calculated as follows:

$$\frac{\text{Annual salary} \times 6}{261}$$

LETTER OF UNDERSTANDING

RE: JOB SHARING

Continuing Employees who receive approval from the College to enter into a job-sharing arrangement shall be granted a leave of absence under Article 12 of the current Agreement.

The terms of the job-sharing arrangement must be mutually agreed between the College and the Employee.

MEMORANDUM OF UNDERSTANDING

RE: SESSIONAL INSTRUCTORS

Notwithstanding the definition of "Employee" in Article 2.01 (g), Sessional Instructors shall be covered by only those provisions of the Collective Agreement as expressly listed below:

- Article 1 Purpose of the Agreement, in its entirety
- Article 2 Definitions, in its entirety
- Article 3 Recognition, in its entirety
- Article 4 Management Rights, in its entirety
- Article 5 No Discrimination, in its entirety
- Article 6 Public Legislation, in its entirety
- Article 7 Instructional Material, in its entirety
- Article 8 Information, in its entirety
- Article 11 Union Dues
 11.01 The College shall deduct dues for Sessional Instructors as advised by the Union.
 11.02 to 11.05 inclusive.
- Article 27 Injury on Duty, all Sessional Instructors shall be covered by the PEI Workers Compensation Act.
- Article 28 Safety and Health, in its entirety
- Article 30 Travel and Accommodation, in its entirety
- Article 33 Personal Record Files, in its entirety
- Article 35 Grievances, in its entirety
- Article 36 Arbitration, in its entirety
- Article 38 Joint Consultation, in its entirety
- Article 48 Vacant Positions, Sessional Instructors shall be eligible to apply for any vacant or new position or temporary assignments in the bargaining unit.
- Article 52 Rates of Pay

The Sessional Instructor shall be paid total compensation inclusive of all benefits as follows:

Credits	Rate of Pay
One credit course	1,333
Two, three, or four credit course	4,000
Five credit course	6,000
Six credit course	8,000

Compensation shall be payable in equal bi-weekly installments.

Article 53 Agreement Re-opener, in its entirety

Article 54 Term of Agreement and Retroactivity, Article 54.01 only

Schedule "H" Memorandum of Understanding Re: Sessional Instructors, in its entirety

Schedule "I"

MEMORANDUM OF UNDERSTANDING

RE: CERTIFICATE IN ADULT EDUCATION (CAE)

1. Continuing Employees – CAE Exemption

Continuing Employees who on April 1, 2002, have completed the Learning Management Instructor's Profile, a Vocational Teacher Training Program, or who are seconded to IACE as Academic Learning Managers, shall not be required as a condition of employment to obtain the CAE through the Learning Management Program. However, such Employees who participate in the certificate program shall be reimbursed for eligible tuition fees in accordance with Article 18.01 and may also apply for reimbursement from the Employee's divisional professional development fund.

2. Part-Time/Short-Term Employees

Those part-time and short-term Employees, who were employed for the 2001-2002 academic year and who completed the Learning Management Instructor's Profile, a Vocational Teacher Training Program, or who are seconded to IACE as Academic Learning Managers, shall not be required to obtain the CAE through the Learning Management Program as a condition of employment in the event the Employee obtains a continuing position.

SUPPLEMENTARY EMPLOYMENT BENEFITS APPLICATION
(per Faculty Agreement with Holland College and the PEI Union of Public Sector Employees)

TO: _____ (Director)

FROM: _____ (Employee)

This will advise you that I am eligible for maternity/adoption leave and Supplementary Employment Benefits as specified in Article 14 and Schedule "J" of the above-noted collective agreement and hereby claim such leave and benefits for the period _____ to _____ inclusive.

In consideration of the foregoing I hereby undertake:

- a) to return to work following conclusion of my leave, or any authorized extension, thereof, and
- b) to remain in the employ of Holland College for a period of at least seventeen (17) weeks from the date of return to work.

If these two (2) conditions are not met, I understand and agree that Holland College, at its option, may require me to repay:

- a) in the first instance, the full amount of Supplementary Employment Benefits received during the entire period of my leave, and
- b) in the second instance, a proportion of such benefits equal to that proportion of the seventeen (17) week period which I have not worked.

Employee's Signature

Director's Signature

Date of Request

Date of Approval

MEMORANDUM OF AGREEMENT

BETWEEN: HOLLAND COLLEGE
AND: UPSE LOCAL 20, HOLLAND COLLEGE FACULTY
RE: EMPLOYEES ON CONTRACT TO ATLANTIC TOURISM AND HOSPITALITY INC. (ATHI)

Purpose and Application

The Parties agree that certain provisions of the collective agreement in effect between Holland College and UPSE, Local 20 shall apply to the “present incumbents” on contract to ATHI. The following individuals shall hereafter collectively be referred to as “present incumbents”:

Hans Anderegg
 Richard Braunauer
 Erroll Affleck
 Jim Coll
 Bob Miller

Present Incumbents shall be covered by only those articles of the collective agreement as specified herein:

Article 2 **Definitions** Applicable as written

Article 3 **Recognition** Replaced by:

The Employees listed in the Purpose and Application above will be considered “present incumbents” in contracted positions to ATHI. Present Incumbent status allows those specified to retain their membership in UPSE Local 20 for the duration of their employment with ATHI with the terms and conditions of employment as outlined in this Memorandum of Agreement. Upon termination of employment, the employment relationship with Holland College will be terminated, and the position(s) will be eliminated from the Holland College staff complement and the bargaining unit.

Article 4 **Management Rights** Applicable as written

Article 5 **No Discrimination** Applicable as written

Article 6 **Public Legislation** Applicable as written

Article 7 **Instructional Materials** Applicable as written

Article 10 **Conflict of Interest** Applicable as written

Article 11 **Union Dues** Applicable as written

Article 12 **Leave of Absence** Applicable as written

Article 13 **Special Leave** Applicable as written

Article 14 **Maternity, Adoption, & Parental** Applicable as written

<u>Article 15</u>	Sick Leave	Applicable as written
<u>Article 19</u>	Deferred Salary Leave Plan	Applicable as written
<u>Article 20</u>	Secondments	Applicable as written
<u>Article 21</u>	Annual Vacation	Replaced by: The Present Incumbent shall accumulate 6 weeks of vacation per year.
<u>Article 22</u>	Designated Holidays	Applicable as written
<u>Article 23</u>	Breaks	Applicable as written
<u>Article 26</u>	Insurance and Pension Coverage	Applicable as written
<u>Article 33</u>	Personal Record Files	Applicable as written
<u>Article 35</u>	Grievances	Applicable as written
<u>Article 36</u>	Arbitration	Applicable as written
<u>Article 38</u>	Joint Consultation	Applicable as written
<u>Article 40</u>	Technological Change	Applicable as written
<u>Article 43</u>	Political Office	Applicable as written
<u>Article 45</u>	Tuition Fees	Applicable as written
<u>Article 50</u>	Severance and Retirement Pay	Applicable as written
<u>Article 52</u>	Rates of Pay	Replaced by: Rates of pay will be in accordance with the ATHI salary scale.

This agreement replaces the Memorandum of Agreement between Holland College and the Faculty Association dated April 15, 1997. This agreement shall remain in effect for the length of the employment of the present incumbents.

This agreement may be amended or modified at any time, provided both parties are mutually agreeable and the amendments or modifications are reduced to writing, and duly signed by both parties to this agreement.

RE: SEVERANCE AND RETIREMENT PAY

1.0 For the purpose of Schedule "L" only, Continuing Employee shall mean those in the employ of the Employer on April 1, 2014.

2.0 Continuing Employee

Notwithstanding Article 50.03 of this collective agreement, a Continuing Employee shall be subject to the following provisions regarding severance and retirement pay:

- (a) The severance or retirement pay payable under sub-article 50.02 shall be equal to one (1) week's pay for each year of continuous full-time service, or portion thereof.
- (b) For the purposes of this Article, one (1) week's pay equals:
$$\frac{\text{annual salary}}{261} \times 6 =$$

Annual salary means the annual salary and administrative allowances in effect at the date of retirement or termination.

RE: ARTICLE 24.03 (a) - ALTERNATE WORK SCHEDULE (ANNUAL WORK)

**Advanced Care Paramedicine
Advanced Care Paramedicine Distributed Learning
Aircraft Gas Turbine Engine Repair and Overhaul
Architectural Technology
Basic Firefighting
Bioscience Technology
Child and Youth Worker
Commercial Diving
Computer Networking Technology
Conservation Officer
Dental Assistant
Early Childhood Care and Education
Electronics Engineering Technology
Environmental Applied Science Technology
Human Resource Management
Human Services
Legal Administration
Licensed Practical Nursing
Police Cadet
Power Engineering
Primary Care Paramedicine
Resident Care Worker
Sheriff and Public Safety Officer
Wildlife Conservation Technology
Wind Turbine Technician**

RE: ARTICLE 24.03 (b) - ALTERNATE WORK SCHEDULE (INSTRUCTIONAL HOURS OF WORK)

Welding Cohort 2