

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**HOLLAND COLLEGE**  
**AND**  
**THE PRINCE EDWARD ISLAND**  
**UNION OF PUBLIC SECTOR EMPLOYEES**

**"ADMINISTRATIVE AND SUPPORT AGREEMENT"**

**2007-2010**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN HOLLAND COLLEGE, a body corporate established by the  
Holland College Act (R.S.P.E.I. 1974, Cap. H-8)

AND THE PRINCE EDWARD ISLAND UNION OF PUBLIC  
SECTOR EMPLOYEES

WITNESSETH that the parties hereto in consideration of the mutual covenants  
hereinafter contained agree each with the other as follows:

## INDEX

<u>Article</u>	<u>Name</u>
1	Purpose of Agreement
2	Definitions
3	Recognition
4	Management Rights
5	No Discrimination or Harassment
6	Public Legislation
7	Hours of Work
8	Flexible Hours
9	Shift Work
10	Continuing Employment
11	Overtime
12	Callback
13	Information
14	Union Dues
15	Leave on Union Business
16	Leave of Absence
17	Special Leave
18	Maternity, Adoption, & Parental Leave
19	Classification Appeal Procedure
20	Sick Leave
21	Insurance and Pension Coverage
22	Injury on Duty
23	Safety and Health
24	Clothing
25	<b>Development or Sabbatical Leave</b>
26	Travel and Accommodation
27	Statutory Holidays
28	Vacations
29	Personal Record Files
30	Layoff and Recall
31	Severance Pay
32	Job Opportunities & Promotions
33	Discipline and Discharge
34	Transfer
35	Relocation Expenses
36	Grievances
37	Arbitration
38	Technological Change
39	Political Office
40	Rates of Pay
41	Anniversary Dates
42	Increment Increases
43	Acting Pay
44	Part-time and Short-term Employees
45	Joint Consultation
46	Tuition Fees

47	Seniority
48	Video Display Terminals (VDTs)
49	Pre-Retirement Course.
50	Standby
51	Agreement Reopener
52	Secondments
53	Deferred Salary Leave Plan
54	Bargaining Unit Work
55	Term of Agreement
56	Accommodation of Disabled Employees
57	Notice of Intention
	Schedule "A" - Rates of Pay
	Schedule "B" - Insurance Plans
	Schedule "C" - Deferred Salary
	Schedule "D" - Supplementary Employment Benefits Application
	Schedule "E" - Letter of Understanding re: Service Workers
	Appendix "A" - Service Worker Rates of Pay

## ARTICLE 1

### Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the College and the Union and 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) "College" means Holland College, a body corporate established by the *Holland College Act*;
  - (b) "continuing employee" means an employee who has been appointed to a continuing position after successful completion of a probationary period;
  - (c) "continuing position" means a full-time position that will continue to exist for more than twelve (12) months;
  - (d) "day" means a working day unless otherwise stipulated;
  - (e) "director" means an employee who reports directly to the Vice-President or President and is accountable for instructional leadership, program relevance and quality, learner development, staff development and supervision, and the administration of a Department;
  - (f) "employee" means, unless otherwise specified, all probationary and continuing employees who are covered by this collective agreement;
  - (g) "part-time employee" means an employee who is appointed to a part-time position;
  - (h) "part-time position" means a position that has scheduled working hours that are less than the regular daily and weekly hours of work for positions outlined in Schedule "A";
  - (i) "party" means the College or Union;
  - (j) "probationary employee" means an employee who is being evaluated during a probationary period;

- (k) "probationary period" means a period of evaluation commencing on the date an employee begins work in a continuing position excluding any leave of absence;
- (l) "short-term employee" means an employee who is appointed to a short-term position;
- (m) "short-term position" means a position that will exist up to twelve (12) months where the duties are full-time but for limited or uncertain duration;
- (n) "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;
- (o) "steward" means a person selected by the employees of the Union local to act on request of those employees in respect to grievances;
- (p) "Union" means the P.E.I. Union of Public Sector Employees;
- (q) "vice-president" means the Vice-President who reports directly to the President;
- (r) "work centre" means the building or structure where instruction of students takes place or where the College has administrative facilities.

2.02 A word used in the singular also applies in the plural, and a word used in the plural also applies in the singular, if the context so requires.

### ARTICLE 3

#### Recognition

- 3.01 (a) The College recognizes the Union as the sole and exclusive collective bargaining agent for all administrative and support employees who are employed in classifications outlined in Schedule "A" of this Agreement, but excluding the positions outlined in the Voluntary Recognition Agreement between the College and the Union dated 11 April 1978 and those positions as provided for under Section 7 (2) (b) of the *Labour Act* (Part I) of Prince Edward Island.
- (b) **Prior to the posting for a newly excluded position, the College agrees to advise the Union of its intentions and, if requested, to provide the Union with the documentation supporting the exclusion of such position in accordance with Article 3.01 (a).**

**The Union shall respond to the College within seven (7) calendar days of being notified of the College's intentions.**

- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the College which may conflict with the terms of this 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 or Harassment**

- 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, national origin, religious or political affiliation, sexual orientation, physical or mental disability, sex, marital status, family relationship, place of residence, 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 workplace.
- 5.03 Harassment means any form of personal harassment, sexual harassment, 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. If an employee does not wish to process a grievance, he/she 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

### Hours of Work

7.01 The regular daily and weekly hours of work for employees shall be as indicated by the following code in Schedule "A":

Code	Daily Hours	Weekly Hours
A	7 ½	37 ½
C	7	35

7.02 The days of work for all employees shall normally be Monday to Friday.

7.03 The maximum number of working days for Lab Assistants shall not be greater than the maximum number of school days as outlined in the P.E.I. School Act Regulations.

7.04 "School day" means any day on which teachers are expected to be on duty whether in the classroom or at workshops, conventions or other authorized activities.

7.05 Notwithstanding the regular daily hours outlined in this Article, employees shall revert to a seven (7) hour work day during the months of **June**, July and August.

## ARTICLE 8

### Flexible Hours

8.01 The College will continue to establish summer working hours.

8.02 Employees may request, in writing, approval from their Director to work hours other than those established by the College. The Director shall assess the request subject to operational requirements. An employee may request:

- (a) a flexible daily hours of work arrangement by altering the starting and/or finishing times or altering the amount of time taken as a lunch break, or
- (b) (i) a compressed work week arrangement under which employees must complete their average weekly hours in a two (2) week work schedule authorized in advance by the Director;

- (ii) a compressed work week arrangement shall be for a maximum of twelve (12) months and may be renewed following written request by the employee, subject to operational requirements.

8.03 By entering into a compressed work week arrangement, employees will not qualify for additional premium payment beyond their regular schedule hours of work as it relates to overtime, shift premiums and compensation for work on statutory holidays.

## **ARTICLE 9**

### **Shift Work**

- 9.01 (a) All hours worked on any shift which starts between 7:00 a.m. and 1:59 p.m. inclusive, shall be considered a day shift.
  - (b) All hours worked on any shift which starts between 2:00 p.m. and 10:29 p.m. shall be considered a second shift.
  - (c) All hours worked on any shift which starts between 10:30 p.m. and 6:59 a.m. shall be considered a third shift.
- 9.02 A shift premium of five dollars (\$5.00) per shift for work on the second or third shift shall be paid to those employees whose positions require twenty-four (24) hours continuous service. A shift premium of four dollars (\$4.00) per shift for work on the second or third shift shall be paid to all other employees.
- 9.03 All shift premiums shall be paid within four (4) weeks of the end of the quarter in which they were earned. Details as to the dates of shifts compensated for in any cheque shall be provided by the College at the employee's request.
- 9.04 Where operations permit, shifts shall be scheduled so there are not less than sixteen (16) hours rest between shifts.
- 9.05 Where a shift system is in effect for a group of employees, the shift schedule shall be posted in the appropriate work centre at least two (2) weeks in advance.
- 9.06 There shall be no compulsory split shifts.
- 9.07 Employees may state preference with regard to their entitlement of days off before the work schedule is drawn up and days off shall be granted on such preferred days wherever they do not conflict with the need to maintain service and adequate levels of staffing.

## **ARTICLE 10**

### **Continuing Employment**

- 10.01 After completion of a six (6) month probationary period, a probationary employee in a classification other than Educational Specialist, Systems Administrator, Data Base Administrator, Administrative Officer, Librarian, or Lab Assistant shall become a continuing employee, have the probationary period extended by three (3) months to a maximum of nine (9) months of probationary employment or be rejected from the employee's position.
- 10.02 After completion of a twelve (12) month probationary period, a probationary employee in the classification of Educational Specialist, Professional Counselor, Administrative Officer, Systems Administrator, Data Base Administrator, Librarian or Lab Assistant shall either become a continuing employee, have the probationary period extended by three (3) months to a maximum of fifteen (15) months or be rejected from the employee's position.
- 10.03 The College shall evaluate a probationary employee's performance at least twice during the probationary period. Evaluations shall be discussed with the probationary employee in accordance with Article 29.02.
- 10.04 Each probationary employee shall be notified by the employee's Director prior to completion of the probationary period whether the employee's status shall continue as a probationary employee or be changed to that of a continuing employee or be rejected from the employee's position.

## **ARTICLE 11**

### **Overtime**

- 11.01 An employee who is requested to work overtime shall be entitled to overtime compensation as provided in this Article when so authorized in advance by the Director or designate.
- 11.02 All employees, except those excluded in Article 11.05, shall be entitled to overtime compensation for all time worked in excess of the regular daily or weekly hours of work;
- (a) overtime compensation shall be at the rate of time and one-half;
  - (b) overtime shall be compensated as time off in lieu to be taken at a time mutually agreed between the employee and the College within ninety (90) days of being earned. When time off in lieu cannot be scheduled within ninety (90) days, the overtime shall be compensated as pay;
  - (c) notwithstanding Article 11.02 (b), overtime shall be compensated as pay:

- (a) where it is mutually agreed between the College and the employee, or
- (b) where services requiring overtime work are provided for non-College functions.

11.03 Overtime pay for all employees shall be calculated at an hourly rate determined by the formula:

$$\frac{\text{annual salary}}{260 \text{ days} \times \text{regular hours of work per day}} \times 1.5$$

11.04 In special cases the following employees shall be entitled to overtime pay or time off in lieu:

- Educational Specialists
- Administrative Officers
- Data Base Administrator
- Systems Administrator

11.05 An employee who works on a designated holiday shall be paid according to the provisions of Article 27.04.

11.06 Employees who are required to report for work or remain at work during periods when weather conditions have caused a closure, cancellation or delayed the opening of College locations shall be compensated at straight time off for all time worked during this period. This time off shall be taken at a mutually agreeable time.

11.07 An employee's normal work schedule shall not be altered to avoid overtime unless such a request is made by an employee.

## ARTICLE 12

### Callback

12.01 Callback is a condition of employment whereby an employee is called back to work that is not contiguous to the employee's scheduled working hours.

12.02 An employee who is called back to work and reports to work will be paid at the overtime rate calculated on the employee's regular scale for the hours worked, or a minimum of four (4) hours' pay at straight time for each call, whichever is greater. If an employee receives a second callback within two (2) hours of the beginning of the first call, then the employee shall be compensated for only one callback.

12.03 An employee who is called back and reports to work shall receive a transportation allowance of four dollars and fifty cents (\$4.50) per return trip or the actual travel rate, whichever is greater. With prior approval by the College, out-of-pocket expenses for other means of commercial transportation will be reimbursed.

## **ARTICLE 13**

### **Information**

- 13.01 As soon as reasonably possible after signing this Agreement, the College shall make a copy of this Agreement available to each employee.
- 13.02 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.
- 13.03 Each new employee upon appointment shall be advised of the employee's classification and employment status as a part-time, short-term, or probationary employee.
- 13.04 On October 31 of each year, the College shall forward to the Union a list showing each employee's name, status, classification, and centre.

## **ARTICLE 14**

### **Union Dues**

- 14.01 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, short-term and part-time employees. Dues shall be deducted as follows, depending upon an employee's biweekly gross pay cheque:
- (a) less than \$100, no dues shall be deducted;
  - (b) \$100 but less than \$200, one-third of the authorized dues;
  - (c) \$200 but less than \$420, two-thirds of the authorized dues; and
  - (d) \$420 or more, the full amount of authorized dues.
- 14.02 The Union shall inform the College in writing of the authorized deduction to be checked off in accordance with Article 14.01.
- 14.03 The amounts deducted in accordance with Article 14.01 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.
- 14.04 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.
- 14.05 The Union agrees to indemnify and save the College harmless from any liability or action arising out of the operation of this Article.

## ARTICLE 15

### Leave on Union Business

- 15.01 Leave of absence with pay shall be granted by the College to officers and members of the Union under the following conditions:
- (a) if a Steward is required to investigate a complaint or a grievance on behalf of fellow employees;
  - (b) to make a complaint or grievance on one's own behalf or to act on behalf of the Union or another employee;
  - (c) if the employee as a member of a negotiating team on behalf of the Union attends negotiating meetings, providing that leave with pay under this sub-article shall be granted to not more than six (6) employees;
  - (d) if the employee is presenting a grievance before an arbitration board;
  - (e) a maximum of twenty (20) days per fiscal 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; or
  - (f) if an employee attends one's own Classification Appeal Board hearing.
- 15.02 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 15.01 (e) has been depleted; or,
  - (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 16

### Leave of Absence

- 16.01 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.

- 16.02 Leave of absence may be granted for:
- (a) personal reasons including family illnesses or other compassionate reasons, including compassionate care leave pursuant to the *PEI Employment Standards Act*;
  - (b) activities which justify the granting of leave of absence including self-improvement; or,
  - (c) activities which are of potential benefit to the College.
- 16.03 A leave of absence granted 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.
- 16.04 The level of salary to be paid during the leave of absence will be distributed evenly over the period of absence.
- 16.05 An employee on leave of absence without pay in accordance with Article 16.02 (a), 16.02 (c), 16.09, and Article 18, may elect to continue Group Life, AD&D, and Group Health and Dental insurance coverage providing the employee pays the employee's own share of the premiums for each benefit plan. Employees under 16.02 (b) may elect to continue the insurance plans provided the employee pays both shares of the required premiums.
- 16.06 The fringe benefit coverage for an employee on leave of absence with pay will be continued.
- 16.07 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 30 will apply.
- 16.08 Employees who are granted a leave of absence without pay in accordance with Article 16.02 (a) or (b) 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.
- 16.09 (a) Upon the expiry of injury on duty leave and/or sick leave, an employee shall be provided disability leave without pay if the employee is unable to return to work or be accommodated under Article 56. An employee granted disability leave shall not be granted additional leave under Article 16.02.

- (b) A leave of absence granted under Article 16.09 (a) 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.

## **ARTICLE 17**

### **Special Leave**

17.01 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 in the event of death of the employee's parent, spouse, child, brother or sister;
- (c) an employee shall be eligible for a maximum of three (3) days' leave with pay in the event of death of the employee's grandchild, grandparent, son-in-law, daughter-in-law, mother-in-law, or father-in-law;
- (d) an employee shall be eligible for one (1) day's leave with pay to attend the funeral in the event of death of the employee's aunt, uncle, nephew, niece, brother-in-law, or sister-in-law;
- (e) an employee shall be eligible for three (3) days' paid leave on the occasion of the birth or adoption of the employee's child except in cases where 18.01 is applied;
- (f) an employee shall be eligible for five (5) days' leave with pay for the purpose of taking Civil Defense Training;
- (g) an employee shall be eligible for ten (10) days' leave without pay for the purpose of taking Military Training;
- (h) an employee shall be eligible for one-half (½) day's leave with pay to formally participate at a funeral service and may, at the College's discretion, be granted one half (½) day's leave with pay to attend the funeral of a friend or neighbour;
- (i) an employee shall be eligible for leave with pay to attend an arbitration hearing as a witness or as an affected third party;
- (j) 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;

- (k) 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 College all monies paid to the employee by the court, except travelling and meal allowance not reimbursed by the College.
- 17.02 An employee may be granted up to three (3) days' leave with pay for personal reasons at the discretion of the Director and in consultation with Human Resources, including leave where no one other than the employee can attend to illness and medical appointment needs of the employee's spouse, dependant child, or parent.
- 17.03 If an employee is on vacation leave at the time of a bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.**

## ARTICLE 18

### **Maternity, Adoption and Parental Leave**

- 18.01 **The College shall grant leave of absence without pay for a period of up to fifty-two (52) consecutive weeks to employees for reasons of birth or adoption of a child.**
- 18.02 **A male employee, upon request, shall be granted one (1) day's leave with pay on the occasion of the birth of his child. An employee shall be entitled to one (1) day's leave with pay on the adoption of a child or on the permanent placement of a foster child.**
- 18.03 Supplemental Employment Benefit Plan - Continuing Employees

The parties agree that Supplements to Employment Insurance (EI) Maternity or **Parental** Benefits will be provided to employees having been employed in a continuing position with the College for a minimum of twelve (12) months. 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) (i) **An employee, other than an employee who has received an allowance under Article 18.03 (a), who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act*, shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and seventy-five percent (75%) of his/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 benefit to which the employee would have been eligible if no other earnings had been received during the period.**

(ii) **The Supplemental Benefit for parental leave shall apply to eligible employees who commence parental leave on or after the signing date of this Agreement.**
- (c) 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.
- (d) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
- (e) **An employee mentioned in subsection (a) or (b) who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to seventy-five percent (75%) of his/her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the waiting period.**
- (f) 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.
- (g) 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 33 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.
- (h) A claimant for benefits under this plan must sign an undertaking with the College on the prescribed form (Schedule "D").
- (i) 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.
- (j) 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.

18.04 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 30 will apply.

18.05 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 18.01 and 18.02 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 19**

### **Classification Appeal Procedure**

19.01 An employee who considers the employee improperly classified may request a review of the employee's classification by submitting a letter specifying the classification level desired and the reasons for the request to the Director. The

Director shall notify the employee's immediate supervisor and the supervisor shall indicate the level of support for the employee's reclassification request.

- 19.02 Within fifteen (15) days of receiving the request the Director will advise the employee of the decision to either recommend reclassification or not recommend reclassification to the **Vice President of Corporate Services**.
- 19.03 The **Vice President of Corporate Services** shall respond within fifteen (15) days of the decision to reclassify or not reclassify the employee.
- 19.04 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 19.03.
- 19.05 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.
- 19.06 An appeal to the Board shall be in writing specifying the reasons for the appeal and shall be sent to the Chairperson of the Board.
- 19.07 The Board shall, within fifteen (15) days of receipt of the appeal, review the appeal and may hold a hearing on the appeal.
- 19.08 The Board shall communicate its decision and reasons thereof in respect to the appeal in writing to the employee, the College and the Union.
- 19.09 The decision of the Board is binding on all parties.

## **ARTICLE 20**

### **Sick Leave**

- 20.01 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.
- 20.02 The following sick leave benefits shall be available to employees:

<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

20.03 After the seventeen (17) week sick leave benefit period described in 20.02 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.

20.04 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) Any employee found to be misusing sick leave may be subject to disciplinary action.
- 20.05 (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 Article 20.05 (a) 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.

20.06 On request, the College will advise an employee of eligibility for sick leave in accordance with Article 20.02.

20.07 Employees recalled in accordance with Article 30 shall have previous length of service with the College used to determine eligibility for sick leave as outlined in Article 20.02.

- 20.08 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 20.02. The following conditions shall apply:
- (a) the employee must have accumulated at least four (4) years of continuous service at the time of resigning; and
  - (b) the resignation itself must indicate the reason for resigning; and
  - (c) the break in service shall be no longer than three (3) years.
- 20.09 An employee who becomes ill while on vacation leave may substitute that period while ill with sick leave credits, if the employee produces a certificate from a registered medical doctor stating the period during which the employee was incapacitated. When such substitution occurs, the employee shall have the vacation days credited to vacation leave accumulation.
- 20.10 Pursuant to Articles 16.09, 20.04, and 56, 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.

## **ARTICLE 21**

### **Insurance and Pension Coverage**

- 21.01 Group Medical and Dental Insurance - The College agrees to pay one hundred (100) percent of the premium cost of Medical and Dental Plans for employees who elect single coverage.

The College agrees to pay seventy-five (75) percent of the premium cost of Medical and Dental Plans for employees who elect family coverage subject to the payment of the balance of the premiums by employees through pay deductions.

- 21.02 The College agrees to pay two-thirds (2/3) of the cost of premiums for the Group Life Insurance Plan subject to the payment of the balance of the premiums by employees through pay deductions.

The College agrees to pay two-thirds (2/3) of the cost of premiums for the Accidental Death and Dismemberment Insurance Plan subject to the payment of the balance of the premiums by employees through pay deductions. The premiums for Voluntary Group Life, Dependent Life, and Voluntary Accidental Death and Dismemberment Insurance coverage will not be cost shared by the College.

- 21.03 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.
- 21.04 The College agrees to **consult** with employee representatives during the term of this Agreement to discuss the Holland College Pension Plan.
- 21.05 The College agrees to allow retired employees to participate in the group medical and/or dental insurance plan(s) subject to the payment of premiums by retired employees.
- 21.06 The College agrees to make available to each employee a summary of the provisions of its general liability insurance plan. A copy of the general liability insurance plan shall be available for review by employees.
- 21.07 (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 eligible to participate in the plan.
- (b) The College agrees to consult with employees regarding any proposed amendments to the Holland College long term disability plan.
- 21.08 The College agrees to have one (1) UPSE Administrative and Support representative as a member of the Holland College Pension Committee. The purpose of the Committee is to examine pension plan benefits, costs and make recommendations to the College.

## ARTICLE 22

### Injury on Duty

- 22.01 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 16.02 (c) for the period the employee receives Workers' Compensation benefits.
- 22.02 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.
- 22.03 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 21.02 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.
- 22.04 Notwithstanding Article 22.01, 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%) (85% after 38 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.
- 22.05 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.
- 22.06 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.
- 22.07 Notwithstanding Article 16.08, an employee who is on injury on duty leave shall continue to earn and accumulate sick leave and vacation leave credits.
- 22.08 An employee who has filed a claim under the *Workers' Compensation Act* shall be eligible to apply for sick leave during any required benefit waiting period, such sick leave to be compensated at the rate of eighty percent (80%) of net income. In the event that the employee receives compensation from the Workers' Compensation Board for the benefit waiting period, the employee shall repay the College for the compensation paid during the benefit waiting period.

## ARTICLE 23

### **Safety and Health**

- 23.01 The Employer shall take every reasonable precaution to ensure the health and safety of employees. Protective devices and other equipment required by law to protect employees properly from injury shall be supplied by the College.
- 23.02 Employees shall take every reasonable precaution to ensure their own health and safety.

- 23.03 When an employee, a group of employees, the College, or Union is not satisfied that the provision of Article 23.01 or 23.02 are being complied with, then the following shall apply:
- (a) the matter will be referred in writing to the College or to the appropriate party who shall immediately investigate the complaint;
  - (b) failing a satisfactory remedy within ten (10) days following such investigation, the matter may be referred to the final level in the grievance procedure;
  - (c) if the decision rendered in Article 23.03 (b) is not satisfactory, the matter may be referred to arbitration for a decision which is final and binding on the parties.
- 23.04 Safety committees **will be established as required by the *Occupational Health and Safety Act of the Province of Prince Edward Island***.

## ARTICLE 24

### **Clothing**

- 24.01 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 or other devices, the College shall provide such articles free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.
- 24.02 Where uniforms or protective clothing are currently provided by the College, the present practice shall continue.
- 24.03 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the College.

## ARTICLE 25

### **Development or Sabbatical Leave**

- 25.01 A Sabbatical or Development Leave of Absence may be granted by the College, subject to the condition that the employee returns 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 percent (75%) 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 Vice President of Corporate Services not later than January 31 in each year.**
- (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 30.**

## **ARTICLE 26**

### **Travel and Accommodation**

26.01 Subject to Article 26.03, employees are responsible for transportation between their place of residence and their work centre.

26.02 Employees using their own motor vehicle in the performance of College approved duties which occur away from their work 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:

Effective the signing date of the agreement - five dollars and fifty cents (\$5.50)  
April 1, 2005 - five dollars and seventy-five cents (\$5.75)  
April 1, 2006 - six dollars (\$6.00)

26.03 Providing there is no change in location of residence, and providing the new work centre is eight (8) kilometers more distant from their place of residence, employees who are transferred to a different work centre shall be paid an allowance as provided in Article 26.02 for a period not to exceed twelve (12) months. Total kilometers are to be determined using the following formula:

$2 \times$  (distance between residence and new work centre minus distance between residence and original work centre).

26.04 Employees who serve more than one work centre shall be paid an allowance as provided in Article 26.02 for travel between work centres during the day. The allowance will be calculated on the basis of the distance travelled on a return trip from the base work centre.

(a) **This Article does not apply to a new continuing position, posted subsequent to April 1, 2007, requiring employees to work at more than one work centre and where the work centres are less than 10 kilometers apart.**

(b) **New employment opportunities requiring the successful applicant to serve more than one work centre less than 10 kilometers apart shall be clearly outlined in the job posting.**

26.05 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.

26.06 Employees shall also be reimbursed for expenses such as parking charges, necessary telephone calls, taxi fare and reasonable entertainment expenses.

26.07 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 hotel room at actual cost, with a receipt to accompany the claim. If an employee elects to stay in a non-commercial establishment, the employee shall be eligible to claim fifteen dollars (\$15) per day in lieu of commercial accommodation.

- 26.08 In-province travel claims should 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.
- 26.09 In instances where transportation, meals or accommodations are provided by the College, an employee may not claim under this Article.
- 26.10 Employees using their own vehicles shall, prior to transporting students on College business, obtain an endorsement with a Form 6A Limited Permission to Carry Passengers for Compensation, to their current insurance. The College will reimburse employees for this additional expense on production of a receipt issued by the insurance company.

## **ARTICLE 27**

### **Statutory Holidays**

- 27.01 Employees shall be entitled to the following designated holidays with pay:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) Victoria Day
  - (e) Canada Day
  - (f) Labour Day
  - (g) Thanksgiving Day
  - (h) Remembrance Day
  - (i) Christmas Eve Day
  - (j) Christmas Day
  - (k) Boxing Day
  - (l) one additional day in each year that is designated by the College and recognized to be a civic holiday in the area where the employee is employed
  - (m) any other day duly observed as a provincial or national holiday.
- 27.02 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 working day immediately following the holiday or a mutually acceptable day.
- 27.03 When a holiday falls within an employee's vacation period, the employee will be granted an additional day to the employee's vacation period.
- 27.04 An employee who is authorized to work on a designated holiday shall be paid, in addition to the employee's regular pay, at the rate of double time for the hours worked on the holiday, unless the employee requests double time off in lieu at a time mutually agreeable to the College and the employee.

## ARTICLE 28

### Vacations

- 28.01 Employees, other than those classified as Lab Assistants, shall be entitled to vacation with pay during each fiscal year on the following basis:
- (a) Employees with less than five (5) years' service earn vacation entitlement at the rate of one and one-quarter (1 1/4) days per month of service (three (3) weeks annual vacation per year).
  - (b) Employees with more than five (5) years' and less than sixteen (16) years' service shall earn vacation entitlement at the rate of one and two-thirds (1 2/3) days per month of service (four (4) weeks annual vacation per year).
  - (c) Employees with more than sixteen (16) years' service shall earn vacation entitlement at the rate of two and one-twelfth (2 1/12) days per month of service (five (5) weeks annual vacation per year).
  - (d) Employees with twenty-seven (27) or more years' service shall earn vacation entitlement at the rate of two and one-half (2 1/2) days per month of service (six (6) weeks annual vacation per year).
- 28.02 All vacation leaves will be approved prior to commencement.
- 28.03 Unused vacation leave shall be carried over to the following fiscal year, however, the maximum accumulation at any one time shall be:
- (a) a total credit not to exceed thirty-five (35) days if less than five (5) years continuous service; or
  - (b) a total credit not to exceed forty (40) days if five (5) but less than sixteen (16) years continuous service; or
  - (c) a total credit not to exceed fifty (50) days if sixteen (16) or more years continuous service, or
  - (d) a total credit not to exceed sixty (60) days with twenty-seven (27) or more years continuous service.
- 28.04 The College shall grant three (3) days paid vacation between Boxing Day and New Year's Day. Should any employee be required to work during this period, the employee shall be entitled to straight time leave with pay at another mutually agreed upon time.
- 28.05 Should an employee on approved vacation leave be required to report for duty, the employee shall receive compensation at the rate of double time for all hours worked in accordance with Articles 11.02 (b) and (c). The employee's vacation leave shall be rescheduled to another mutually agreeable time.

## **ARTICLE 29**

### **Personal Record Files**

- 29.01 The College shall maintain, in its Human Resources office, a personal record file of each employee which shall be available for personal inspection, upon written request, during working hours.
- 29.02 Before an evaluation report is entered into the employee's personal record file, the employee shall acknowledge that the employee 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.
- 29.03 The procedure outlined in Article 29.02 above shall also apply to the entering of adverse notes or reports in an employee's personal record file.
- 29.04 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, providing 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.
- 29.05 The College shall release information from an employee's personal record file only upon request of the employee.

## **ARTICLE 30**

### **Layoff and Recall**

- 30.01 If an employee's position becomes non-existent and the College is unable to find a suitable position for the employee concerned, the employee may be laid off in accordance with Article 30.02.
- 30.02 If an employee is to be laid off, the College must give notice in writing sixty (60) calendar days prior to the effective date of the layoff. If the employee has not had the opportunity to work sixty (60) calendar days after notice of layoff, the employee shall be paid in lieu of work for that part of sixty (60) calendar days during which work was not made available.
- 30.03 When an employee is laid off, the employee shall be placed on a re-employment list for a period of eighteen (18) months. This list shall be maintained by the Human Resources Department and the list shall be checked for eligible candidates each time a vacancy occurs in the College establishment. Any eligible employee on the list shall be recalled before the vacant position is advertised.

- 30.04 An employee who is laid off and is recalled within eighteen (18) months shall have previous service with the College recognized in calculating vacation entitlement and shall recover any unused sick leave to the employee's credit at the time the employee was laid off.
- 30.05 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.
- 30.06 Article 47 (Seniority) shall be applied in cases of layoff and recall.

## **ARTICLE 31**

### **Severance Pay**

- 31.01 For the purposes 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, or both the Province of Prince Edward Island and Holland College for those employees who transferred to the College under the 1976 Agreement with the Province.
- 31.02 All continuing employees who have five (5) or more years of continuous full-time service, or their estates, shall be entitled to severance pay based on one of the following reasons:
- (a) retirement based upon the "Rule of 80" provision of the Holland College Pension Plan;
  - (b) termination of employment due to permanent disability, or death; or
  - (c) involuntary termination due to position abolishment or layoff.
- 31.03 (a) The severance pay payable under sub-article 31.02 (a) shall be equal to one (1) week's pay for each year of continuous full-time service, or portion thereof, to a maximum of twenty-six (26) weeks' pay and shall be based upon the employee's weekly salary in effect at the date of termination.

- (b) The severance pay payable under sub-article 31.02 (b) and (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.

31.04 At the written request of the employee, any severance pay payable under Article 31.02 will be paid to the employee at the beginning of the calendar year immediately following the year of termination rather than during the year of termination.

31.05 (a) An employee to whom severance pay is payable under Article 31.02 (a) may elect to:

- (i) take a paid pre-retirement vacation in lieu of the employee's entitlement to severance pay which will equal the employee's entitlement under Article 31.03; or
- (ii) take a combination of paid pre-retirement vacation and severance pay which will equal the employee's entitlement under Article 31.03.

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 three (3) months prior to the proposed commencement date of the paid pre-retirement vacation.

31.06 Periods of leave of absence without pay shall not constitute a break in "continuous full-time service" for the purposes of this Article.

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

31.08 In addition to severance pay provided under Article 31.03 (b) for involuntary termination due to position abolishment, or layoff, employees shall be entitled to an enhanced severance payment calculated as follows:

one (1) week for every two (2) years' of service, or portion thereof, over ten (10) years calculated on a maximum of twenty-six (26) years' of service.

## ARTICLE 32

### Job Opportunities & Promotions

32.01 Subject to Article 30.03, all openings covered by this Agreement for continuing positions, part-time positions or short-term positions that will exist for six (6) months or more, **and that the Employer intends to fill, shall be posted within sixty (60) calendar days of the vacancy occurring. The position shall be advertised on the College's email system** at least seven (7) calendar days prior to the closing date for application. **If a successful applicant is selected, the College shall, where possible, award the posted position to the successful applicant within sixty (60) calendar days of the date of the posting.** An employee on annual vacation who wishes to receive notice of postings within the employee's Division may do so by making arrangements, in writing, with the Human Resources Office.

32.02 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) present continuing and probationary employees or former employees of this agreement whose names are on a re-employment list;
- (b) current part-time and short-term employees including those who have worked **no less than four (4) consecutive weeks** in the previous twelve (12) months;
- (c) **applicants outside the Union.**

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

32.03 Notices as provided in this Article shall contain:

- (a) a concise description of the particular characteristics of the position;
- (b) a listing of the criteria of eligibility and the requirements of the position.

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

32.05 The minimum rate of compensation of an employee upon promotion to a position with a higher maximum salary shall be at the step which provides for an increase of not less than ten (10) percent. If the maximum salary of the higher classification is less than ten (10) percent higher than the maximum salary of the lower classification, the employee shall move to that step that provides at least the same percentage increase in salary as exists between the two classifications at the maximum rates.

- 32.06 All openings for administrative and support positions excluded from this Agreement shall be posted as provided in Article 32.01 above, but shall not be subject to the provisions of Article 32.02 through 32.06 inclusive.

## ARTICLE 33

### Discipline and Discharge

- 33.01 No **continuing** employee shall be disciplined by written reprimand, suspension without pay or by discharge except for just and sufficient cause.
- 33.02 A probationary employee may be discharged if, after fair and reasonable evaluation by the College in accordance with the provisions of Article 10.03, he/she is found to be unsuitable. Termination of employment, after fair and reasonable evaluation during an employee's probationary period, shall not constitute "discipline" under this Agreement.**
- 33.03 Where an employee is disciplined by suspension without pay or by discharge, the College shall state in the suspension or discharge notice the reason for the action taken, and a copy of such notice shall be sent to the Union.
- 33.04 Where an employee alleges the employee has been suspended or discharged in violation of Article 33.01, the employee may within ten (10) days of the date on which the employee was notified in writing or within twenty (20) days of the date of the employee's suspension or discharge, whichever is later, invoke the Grievance Procedure. For the purposes of alleging violation of Article 33.01, the employee shall lodge the employee's grievance at the final level in the Grievance Procedure and if a satisfactory settlement is not reached the employee may proceed to arbitration as outlined in Article 37.
- 33.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 33.01, 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 him/her if the employee had not been suspended or discharged.

## ARTICLE 34

### Transfer

- 34.01 "Transfer" means a change in the employee's place of work from one work centre to another work centre that is more than ten (10) kilometers from the first work centre.
- 34.02 An employee may be transferred or request a transfer to a different work centre. Where an employee is transferred from one work centre to another, the employee shall be given at least four (4) months' notice of such transfer. Article 47 (Seniority) shall be applied in the case of involuntary transfer.

- 34.03 Should an employee be required to serve more than one work centre, the College shall designate a base centre for such employee.
- 34.04 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.
- 34.05 Notwithstanding Article 34.04, an employee may be transferred to a different work centre under the following conditions:
- (a) the work centre is permanently closed;
  - (b) the position is non-existent.
- 34.06 An employee who is required to change the employee's place of work where the distance is less than ten (10) kilometers, shall be provided with at least ten (10) days' notice.
- 34.07 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 \$1 000, subject to the eligibility requirements outlined below. Receipts are required to claim any amounts under this section.
- 34.08 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) Housing 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 26.
  - (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 agents 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 termination of a 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 26 from previous residence to new residence, to a maximum of five (5) trips as authorized by the College.

(e) Temporary Accommodation and Living Allowances

For the employee and family up to a maximum allowance of \$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 26 up to a maximum of one (1) year or until the employee is relocated.

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.

## ARTICLE 35

### Relocation Expenses

- 35.01 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-four (64) kilometres commuting distance of it.
- 35.02 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.
- 35.03 Eligible employees must declare their intention to relocate at the time of appointment or transfer and must claim relocation expenses within a twelve (12) month period from the date of appointment or transfer. 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 College;
  - (b) living expenses incurred for the employee and the employee's family while travelling, including at the discretion of the College, 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;
  - (d) any other expenses approved by the College.
- 35.04 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-year time period that has not been completed.

## ARTICLE 36

### Grievances

- 36.01 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.

### 36.02 Definitions

- (a) **Complaint** - “Complaint” means an informal oral complaint by an employee to the employee’s immediate supervisor over an employment-related matter.
- (b) **Day** – For the purpose of this Article, reference to “days” shall exclude Saturdays, Sundays and statutory holidays.
- (c) **Grievance** - "Grievance" means a written complaint by an employee arising out of a difference of opinion, in respect of the employee, over the application, interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

### 36.03 General Conditions

- (a) **Time** - If a party who is entitled to make or file a complaint or grievance fails to act within the time limits set out for a complaint or grievance step, the complaint or grievance will be considered abandoned, and can not be pursued further.
- (b) **No Reply** – If a person who is required to reply to a complaint or grievance fails to do so within the time limits set out for that complaint or grievance step, the grievor may submit the complaint or grievance to the next step of the procedure.
- (c) **Time Limits** - The time limits specified in this Article may be extended by mutual agreement.
- (d) **Stewards** - The Union shall provide the College with the names of Stewards authorized to deal with grievances on behalf of employees.
- (e) **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.
- (f) **Designated Representatives** - The College shall designate representatives at each of the two (2) levels of the Grievance Procedure and advise the Union and all employees of the name and title of the Designated Representatives.
- (g) **Delivery of Documents** – Documents under this Article shall be presented or delivered by personal service or registered mail.

36.04 **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 being a complaint; provided that no complaint under this Article shall be raised more than sixty (60) days after the date upon which the subject of complaint occurred. The immediate supervisor shall respond to the complaint within five (5) days of the discussion.

**36.05** 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. 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 satisfactory settlement in writing within five (5) days from the date on which the employee presented the employee's 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 employee's 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 employee's grievance to an Arbitration Board as outlined in Article 37 within ten (10) days of the date on which the employee should have received a satisfactory reply from the Designated Representative at level two.

**36.06** Variance From Normal Grievance Procedure - A grievance may initially be presented beyond Step One with the approval of the **Vice President of Corporate Services**.

**36.07** 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.

**36.08** A grievance by the College under Article **36.07** shall be presented to the President of the Union.

**36.09** A grievance by the Union under Article **36.07** shall be presented to the **Vice President of Corporate Services**.

- 36.10 The time limit for a reply from Article 36.08 and 36.09 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 an Arbitration Board as outlined in Article 37 within ten (10) days of the date on which a satisfactory reply should have been received.

## ARTICLE 37

### Arbitration

- 37.01 Union Concurrence - Employees may pursue a grievance under this Article only with the approval of the Union.
- 37.02 Composition of Board of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail and 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.
- 37.03 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.
- 37.04 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.
- 37.05 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 an arrangement which it deems just and equitable.

- 37.06 Disagreement of 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.

37.07 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.

37.08 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.

37.09 A single arbitrator appointed under Article 37.08 shall have the same powers, duties and responsibilities as a Board of Arbitration appointed under this Article.

37.10 Probationary employees shall not have recourse to arbitration if terminated during the probationary period, but shall have recourse to arbitration if dismissed for cause.

## **ARTICLE 38**

### **Technological Change**

38.01 The College agrees to consult with the employees affected by any technological changes prior to implementation.

38.02 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.

## **ARTICLE 39**

### **Political Office**

39.01 During the period of active campaigning prior to the day of the Federal or Provincial election the employee must take leave of absence. The period of active campaigning is deemed to commence on the day notice of election is given.

39.02 (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.
- 39.03 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.
- 39.04 An employee who presents the employee 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.
- 39.05 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.
- 39.06 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.
- 39.07 An employee who becomes an elected member of a municipal or city government is normally expected to carry out the employee's 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 39.05.

## **ARTICLE 40**

### **Rates of Pay**

- 40.01 The rates of pay for classifications shall be in accordance with Schedule "A" which forms part of this Agreement and the rates of pay shall be effective on the dates specified in the schedule.
- 40.02 Pay increases negotiated in this Agreement shall be paid on a step-for-step basis; for example, an employee in the first step of the present pay range shall be placed in step one of the new pay range. Eligibility for an increment increase shall be determined as provided by Article 42.

- 40.03 Where a new classification comes into being during the term of this Agreement, the rate of pay for this classification shall be subject to negotiation between the College and the Union.
- 40.04 If an employee's present rate of pay is higher than the rate negotiated under this Agreement, the employee shall retain the present rate of pay until the negotiated rate of pay for the classification equals or exceeds the present rate of pay.
- 40.05 If Lab Assistants assist in the instruction of short courses for the College, such employees shall be paid an hourly rate equivalent to one one-thousandth (1/1000) of their salary with a maximum of twenty-six dollars (\$26) per hour. If Lab Assistants who possess a teacher's certificate instruct night courses for the College and are teaching their specialty, they shall be paid an hourly rate equivalent to one one-thousandth (1/1000) of their annual salary to a maximum of thirty dollars (\$30) per hour.

## **ARTICLE 41**

### **Anniversary Dates**

- 41.01 The anniversary date of employees hired after October 1, 1975, shall be twelve (12) months after the date of their probationary appointment and annually thereafter.
- 41.02 The anniversary date of employees who were considered continuing employees on April 1, 1976, shall be April 1.

## **ARTICLE 42**

### **Increment Increases**

- 42.01 An employee who has a satisfactory performance rating shall, on the employee's anniversary date, be granted a pay increment to the next step in the pay range where increments are provided.
- 42.02 The College shall notify the employee when an annual increment is not granted. This notice shall contain the reason for withholding the increment increase.

## **ARTICLE 43**

### **Acting Pay**

- 43.01 An employee who substitutes in a higher level position for a period in excess of ten (10) consecutive days shall be given an acting appointment to the higher level position. The employee's salary, retroactive to the day the employee commenced

the acting appointment, shall be at the rate which provides for an increase of ten (10) percent or the minimum step of the higher classification, whichever is greater, provided that no employee shall be paid beyond the top step of the pay range for any position.

## ARTICLE 44

### **Part-time and Short-term Employees**

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

"Part-time position" means a position that has scheduled working hours that are less than the regular daily and weekly hours of work for positions outlined in Schedule "A".

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

"Short-term position" means a position that will exist up to twelve (12) months where the duties are full-time but for limited or uncertain duration.

44.02 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 - Hours of Work, in its entirety for short-term employees only.

Article 8 - Flexible Hours, in its entirety

Article 9 - Shift Work in its entirety, except in Article 9.02, an equivalent prorated hourly rate will be paid to employees who work a minimum of four (4) consecutive hours in the second or third shift.

- Article 11 - Overtime, in its entirety, except that overtime compensation shall be payable to part-time employees only in cases where they work in excess of the regular daily or weekly hours of work as outlined in Article 7.01.
- Article 12 - Callback, in its entirety
- Article 13 - Information, in its entirety
- Article 14 - Union Dues, in its entirety
- Article 15 - Leave on Union Business, in its entirety
- Article 16 - Leave of Absence, sub-articles 16.01 and 16.02 only
- Article 17 - Special Leave, short-term and part-time employees who are to be employed for six (6) or more continuous months shall be eligible for the provisions of Article 17.01 b, c, and d; **and 17.02, except the leave shall be two (2) days.**
- Article 18 - Maternity, Adoption and Parental Leave, employees may, at the discretion of the College, be granted the provisions of this Article.
- Article 19 - Classification Appeal Procedure, excluding sub-articles **19.04-19.09** inclusive.
- Article 20 - Sick Leave

Sick leave accumulation on the basis of one and two-thirds (1 2/3) days for every twenty (20) days worked. For the purposes 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 three (3) continuous months per year.

Notwithstanding the provisions of Article 20 which establishes a seventeen (17) week (85 day) maximum sick leave benefit, part-time and short-term employees who have accumulated more than eighty-five (85) sick leave days as of March 31, 1993, shall be entitled to retain and use the number they have accumulated. However, if these part-time or short-term employees use sick leave, they shall only be entitled to accumulate back up to the normal eight-five (85) day maximum.

Article 21 - Insurance and Pension Coverage

21.01 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.

#### PRESENT INCUMBENTS

Present incumbents who are participating in the plan(s) up to the signing date of this agreement. In addition, these employees 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.

Employees who are hired initially after the signing of this agreement 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 present incumbents.

#### 21.02 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.

#### PRESENT INCUMBENTS

Present incumbents who are participating in the plan(s) up to the signing date of this agreement. In addition, these employees 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.

Employees who are hired initially after the signing of this agreement 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 present incumbents.

- 21.03 Part-time and short-term employees who meet the eligibility requirements outlined in Section 3.3 of the Holland College Pension Plan shall be eligible to participate in the Pension Plan.
- 21.05 Applicable to part-time and short-term employees who retire under the Holland College Pension Plan.

Article 22 - Injury on Duty, employees will be covered by the *Workers' Compensation Act*.

Article 23 - Safety and Health, in its entirety

Article 24 - Clothing, in its entirety, except that the College shall not provide safety footwear to employees who are employed for less than three (3) continuous months per year.

Article 25 - **Development or Sabbatical Leave, employees may be granted leave at the discretion of the College.**

Article 26 - Travel and Accommodation, in its entirety

Article 27 - Statutory Holidays, leave with pay for the holidays for employees shall be determined by considering the twenty-eight (28) calendar day period immediately prior to the holiday on the following pro-rated basis:

Hours of Work or Paid Leave for Employees

Hours of Work for Position Title

For the purpose of this section, holidays shall mean those days outlined in Article 27.01(a) to (m) inclusive.

Article 27.02 to 27.04 inclusive.

Article 28 - Vacations

- (a) vacation pay equal to six (6) percent of salary payable biweekly or earn vacation leave accumulation at the rate of one (1) day for each seventeen (17) days of work. Vacation

entitlement shall not apply to employees classified as Lab Assistants.

- (b) between January 1 and December 23 (to be calculated on December 10 each year), employees shall earn time off with pay between Christmas and New Years on the following basis:

Employees who receive pay for seventy-five (75) days will result in one (1) day's leave with pay.

Employees who receive pay for one hundred and fifty (150) days will result in two (2) days' leave with pay.

Employees who receive pay for two hundred (200) or more days will result in three (3) days' leave with pay.

Should any employee be required to work during this period, the employee shall be entitled to straight time leave with pay at another mutually agreed upon time.

Article 29 - Personal Record Files, in its entirety

Article 30 - Layoff and Recall, employees shall, if possible, be given at least thirty (30) calendar days advance notice of any layoff or termination of their employment.

If an employee works in the month of December and returns in January then the prorated formula as outlined in Article 44.02 Sub-Article 27 would be used to provide pay for statutory holidays that occur during the period of temporary lay off between December and January.

Article 31 - Severance Pay, employees who have worked three (3) months or more per year for five (5) or more 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 fifty-five (55) or retirement after age fifty (50) based upon the "Rule of 80" provision of the Holland College Pension Fund. The employee shall receive severance pay equal to one (1) week's pay for every two hundred and sixty (260) days or major portion thereof with the College except that employees classed as Lab Assistants shall receive severance pay equal to one (1) week's pay for every one hundred and eighty-five (185) days or major portion thereof. The severance pay shall be based upon the employee's rate of pay in effect on the date of termination.

- Article 32 - Job Opportunities and Promotions, in its entirety, excluding Article 32.04
- Article 33 - Discipline and Discharge, no employee shall be disciplined by suspension without pay or by discharge except for just and sufficient cause; however, non-renewal of a term of employment shall not be considered discipline and shall be at the full discretion of the College; **and sub-articles 33.03, 33.04 and 33.05.**
- Article 35 - Relocation Expenses, in its entirety for part-time employees in positions that will continue for more than one (1) year.
- Article 36 - Grievances, in its entirety
- Article 37 - Arbitration, in its entirety
- Article 38 - Technological Change, in its entirety
- Article 40 - Rates of Pay, in its entirety
- Article 42 - Increment Increases, after the completion of two hundred and sixty (260) days with the College, employees except those classified as Lab Assistants shall be eligible for an increment increase where increments are provided. Employees classed as Lab Assistants shall be eligible for an increment increase after the completion of one hundred and ninety-seven (197) days.
- Article 43 - Acting Pay, in its entirety
- Article 45 - Joint Consultation, in its entirety
- Article 46 - Tuition Fees, short-term and part-time employees who are to be employed for six (6) or more continuous months in two (2) or more consecutive years shall be eligible for the provisions of Article **46.01, 46.02, 46.03 and 46.04.**
- Article 49 - Pre-Retirement Course, in its entirety
- Article 50 - Standby, in its entirety
- Article 51 - Agreement Re-opener, in its entirety
- Article 55 - Term of Agreement, in its entirety

## **ARTICLE 45**

### **Joint Consultation**

45.01 The parties acknowledge the benefits to be derived from joint consultation.

- 45.02 Either party may request the other to enter into joint consultations on matters that are of interest.
- 45.03 Where such a request is made, joint consultation shall take place and the parties shall attempt to achieve mutual agreement on solutions to problems.

## ARTICLE 46

### Tuition Fees

- 46.01 Where an employee 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.
- 46.02 Persons on a College re-employment list may be admitted to College programs without tuition charge at the discretion of the Director responsible for the program to which they seek admission.

### Professional Activities

- 46.03 The College agrees to pay seventy-five percent (75%) of the tuition costs of activities or courses that are approved in advance by the Vice President/ Executive Director. Payment will be made upon successful completion of the approved course(s).**
- 46.04 Where an employee is required by the College to enroll in a course that is directly related to the employee's duties as an administrative and support employee, the College shall pay the full cost of that course.**
- 46.05 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.**
- 46.06 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.**
- 46.07 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.**

## ARTICLE 47

### Seniority

- 47.01 Where, in the opinion of the College, qualifications, ability and suitability are equal, seniority shall be the determining factor in determining preference within the bargaining unit for layoff and recall, filling vacant positions, and in the case of involuntary transfer.
- 47.02 "Seniority" for the purpose of this Article means length of service with the College, or in the case of employees who transferred to the College under the 1976 Agreement with the Province continuous service with both the Province and the College, and shall be effective retroactive to the date of employment following completion of the probationary period. In calculating length of service, the parties agree that all service which was full time and continuous immediately prior to the start of probation shall count as length of service towards an employee's seniority.
- 47.03 The College shall maintain a seniority list showing the date on which each employee's service commenced. On October 31 each year, the current seniority list shall be forwarded to the Union.
- 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 for seniority shall be by classification within each Centre. For the purposes of this Article, College centres in the greater Charlottetown and Summerside areas shall be considered as single centres.
- 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 When 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**

### **Video Display Terminals (VDTs)**

- 48.01 A pregnant employee who is operating a video display terminal (VDT) may request a temporary job reassignment for the period of pregnancy. If other work at the same or lower level is available, the employee will be transferred to such work at the same level of pay and benefits. If a reassignment is not available, the employee will be entitled to a leave of absence without pay until she requests maternity leave.
- 48.02 Employees working with VDT equipment shall have a ten (10) minute break from the VDT equipment in every uninterrupted hour worked in front of a screen.

## **ARTICLE 49**

### **Pre-Retirement Course**

- 49.01 The College agrees to provide the opportunity for employees who are within five (5) years of eligible retirement, or earlier upon approval, to participate in a Holland College or P.E.I. Government course on pre-retirement.
- 49.02 Employees will be provided leave with pay and free tuition to participate in the pre-retirement course referred to in this Article.

## **ARTICLE 50**

### **Standby**

- 50.01 Standby is a condition of employment whereby employees are required and so designated by their supervisor to maintain themselves immediately available for extra services during a defined period outside of normal hours of work.
- 50.02 When an employee is so designated to standby, the employee shall receive standby pay of six (\$6) dollars for each period of eight (8) hours or less and an amount of nine (\$9) dollars for each period of eight (8) hours or less if the standby occurs on a statutory holiday or an employee's vacation period.

## **ARTICLE 51**

### **Agreement Reopener**

- 51.01 The contents of this Agreement may be altered at any time by the mutual consent of the parties.

- 51.02 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.
- 51.03 Within fifteen (15) days of receiving the request outlined in Article 51.02 above, a written response must be made by the second party, indicating whether or not a meeting shall occur.

## **ARTICLE 52**

### **Secondments**

- 52.01 Secondment means a release from an employee's regular position for temporary duty with the College or with another employer.
- 52.02 The College shall advise the Union, at the earliest possible date, of any pending secondments which affect UPSE Administrative and Support positions.
- 52.03 A secondment from inside the College which is approved after the signing date of this agreement, shall normally be for 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.
- 52.04 Employees seconded to a position with a higher classification within the College than the position originally 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.
- 52.05 When an employee is seconded, the College shall agree that the employee be returned to the employee's original position upon completion of the secondment, provided the position still exists. However, if the employee's original position becomes non-existent, then the College will apply the provisions of Article 30.
- 52.06 Where 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: 10, 21, 29, 30, 31, 32, 36, 38, 40, 45, 47, 49, and 53. All other terms and conditions shall be subject to those in existence at the new place of work.

- 52.07 (a) 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.

- (b) Where an employee does not return from secondment, the employee's regular position becomes a vacant position under Article 32.

52.08 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.

## ARTICLE 53

### **Deferred Salary Leave Plan**

#### 53.01 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. **Other allowable deferred salary plan arrangements include two (2) years' salary payment over a three (3) year period and three (3) years' salary payment over a four (4) year period.**

#### 53.02 Eligibility

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

#### 53.03 Application

- (a) An employee must make written application to the Director 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.
- (c) Approval to participate in the deferred salary leave plan shall be at the discretion of the College.

#### 53.04 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) 1. In the first four (4) years of the Plan, an employee will be paid eighty (80) percent of salary and applicable allowances. The remaining twenty (20) percent of annual salary plus any interest earned will be accumulated, and this amount shall be paid to the employee during the year of leave.

2. The calculation of interest under the terms of this Plan shall be done monthly, (not in advance), 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 leave 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 53.04 (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.

#### 53.05 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 53.04 (a) 2). 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) The College will consider the possibility of full contributions to the College Pension Plan for employees who opt to participate in leave under this article provided the employee pays both the employee and employer share of the pension plan contributions relating to the employee's full salary.
- (g) 1. 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 53.04 (a) 2), will be repaid to the employee within sixty (60) days of notification of intent to leave the Plan.

2. 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 53.04 (a) 2), accumulated to the date of withdrawal. In the later case, repayment shall be made within sixty (60) days of the date of withdrawal.
  3. 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 53.04 (a) 2), until the leave of absence is granted. Deferral cannot extend past the end of the taxation year in which the deferral period ended.
- (h) Should an employee die while participating in the Plan, any monies accumulated, plus interest owed, (see 53.04 (a) 2), 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 54

### Bargaining Unit Work

- 54.01 (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.**

## ARTICLE 55

### Term of Agreement

- 55.01 This Agreement, shall be effective for the period **April 1, 2007 to March 31, 2010** and shall remain in effect thereafter until a new agreement is signed. Either party to the agreement, by notice given to the other party at least two (2) months preceding the expiry date of the collective agreement can require the other party to the agreement to commence collective bargaining.

55.02 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and conciliation.

## ARTICLE 56

### Accommodation of Disabled Employees

- 56.01 (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 16.09.
- (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 30.
- 56.02 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*.
- 56.03 The disabled employee has a duty to cooperate and assist the College in developing an accommodation.
- 56.04 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.
- 56.05 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 22 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 57

### **Notice of Intention**

- 57.01 Where an employee intends to retire, the employee shall provide written notification of their intention to retire two (2) months prior to the anticipated date of retirement.
- 57.02 When an employee intends to resign, the employee shall provide written notification of their intention to resign three (3) weeks prior to the anticipated date of resignation, and in any event, not less than two (2) weeks prior to the anticipated date of resignation.
- 57.03 Notwithstanding Articles 57.01 and 57.02, an employee may request, in writing, to withdraw a notice of retirement or resignation by the end of the second business day following the day on which the original notice was given. The notice so withdrawn shall be deemed never to have taken place.

**SCHEDULE "A"**

## **SCHEDULE "B"**

### **MEMORANDUM OF UNDERSTANDING**

#### **RE: INSURANCE PLANS**

The **Vice President of Corporate Services** will chair an advisory committee on the College's Insurance Plans. The purpose of the committee is to examine benefits, costs and make recommendations to the College. The advisory committee shall continue to review and make recommendations on the feasibility of providing cost sharing for group insurance benefits for retirees.

The Committee will consist of one representative from each of the two bargaining units, one representative from the excluded group, plus the Human Resources Manager.

The committee will meet at least once per year and if necessary more frequently.

**SCHEDULE "C"**

**MEMORANDUM OF AGREEMENT**

**RE: DEFERRED SALARY LEAVE PLAN**

I have read the terms and conditions of the Deferred Salary Leave Plan, Article 53, 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 \_\_\_\_\_

(3) Financial Arrangements

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

**SCHEDULE “D”**

**SUPPLEMENTARY EMPLOYMENT BENEFITS APPLICATION**

(per collective agreement with the College and the PEI Union of Public Sector Employees)

TO: \_\_\_\_\_ (Director)

FROM: \_\_\_\_\_ (Employee)

This will advise you that I am eligible for maternity/**parental** adoption leave and Supplementary Employment Benefits as specified in Article 18 and Schedule “D” 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

**SCHEDULE "E"**  
**LETTER OF UNDERSTANDING**

**RE: SERVICE WORKERS**

1. Notwithstanding the wage rate for Service Workers as stipulated in Appendix A, the parties agree that the following continuing employees shall maintain their March 31, 2004 rate of pay which shall be adjusted annually in accordance with the negotiated general economic increase:

The successful candidate of Competition #04-12I

2. Notwithstanding the wage rate for Service Workers as stipulated in Appendix A, the parties agree that the following short-term employees shall maintain their March 31, 2004 rate of pay which shall be adjusted annually in accordance with the negotiated general economic increase:
3. In the event a continuing employee identified in paragraph one (1) is laid off and recalled as a continuing, part-time or short-term employee, the employee's rate of pay shall be in accordance with paragraph one (1).
4. In the event a short-term employee identified in paragraph two (2) is laid off and recalled, the employee's rate of pay shall be in accordance with paragraph two (2).
5. Short-term employees covered by paragraph two (2) who are successful in a competition for a continuing Service Worker position shall receive the Service Worker rates of pay as established for continuing employees in paragraph one (1) effective the date they commence employment as a probationary continuing employee.

**APPENDIX "A"**

**March 31, 2004**

Service Worker I  
Service Worker IV

Signed at Charlottetown this \_\_\_\_ day of \_\_\_\_\_

FOR THE COLLEGE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jeniene Peake, Director  
Organizational Development

FOR THE UNION

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Shelley Ward  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Debbie Boyer  
Secretary Treasurer